RESOLUTION AUTHORIZING CY 2018
APPROPRIATION TRANSFERS

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2018 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

<table>
<thead>
<tr>
<th>Description</th>
<th>Account Number</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPL GROUP HEALTH INS</td>
<td>01-201-23-220-307</td>
<td>$70,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>MATCHING FUNDS FOR GRANTS</td>
<td>01-201-41-699 O/E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td>$70,000</td>
<td>$70,000</td>
</tr>
</tbody>
</table>

APPROVED; APPROVED AS TO LEGAL FORM
APPROVED AS TO LEGAL FORM
Certification Required ☐
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 CY 2018 APPROPRIATION TRANSFERS

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>ROZANI</td>
<td>(EC)</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4964</td>
<td><a href="mailto:PELCR@JCNJ.ORG">PELCR@JCNJ.ORG</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

INCREASE MATCHING FUNDS FOR GRANTS ACCOUNTS BY $70,000.00
(ACCOUNT 01-201-41-899 FROM $46,524 TO $110,524)

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

10/31/2018
RESOLUTION OF THE CITY OF JERSEY CITY PROVIDING FOR AN ISSUE OF GENERAL IMPROVEMENT BONDS, AUTHORIZING THE SALE OF $9,447,000 PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT BONDS, SERIES 2018, AUTHORIZING ADVERTISEMENT OF A NOTICE OF SALE; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO SELL AND AWARD THE BONDS; DETERMINING THE FORM AND OTHER DETAILS OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING THERETO AND TO CERTAIN NOTES OF THE CITY.

WHEREAS, the City of Jersey City, in the County of Hudson, New Jersey (the "City") has adopted the bond ordinances listed on the attached Appendix A (collectively, the "Bond Ordinances") authorizing the issuance of obligations of the City for the purpose of financing the general improvements described in the Bond Ordinances; and

WHEREAS, the Municipal Council has determined to finance permanently a portion of the cost of the general improvement projects undertaken pursuant to the Bond Ordinances by the issuance of $9,447,000 principal amount of general improvement bonds, unless adjusted pursuant to Section 9 hereof, of the City, and

WHEREAS, the Municipal Council has determined to proceed with the public sale of said bonds for the purposes authorized in the Bond Ordinances; and

WHEREAS, the Municipal Council has previously adopted bond ordinances and special emergency ordinances (collectively, the "Note Ordinances") which authorized the issuance of bond anticipation notes and special emergency notes; and

WHEREAS, the City intends to issue its bond anticipation notes and special emergency notes (collectively, the "Notes") under the Note Ordinances for the purpose of (i) paying a portion of the maturing principal of the City's $9,700,000 Special Emergency Notes, Series 2017C (Federally Taxable) which were issued on December 7, 2017 and are payable on December 7, 2018; (ii) financing the payment of contractually required severance liabilities resulting from the layoff or retirement of City employees; (iii) paying a portion of the maturing principal of the City's $4,000,000 Special Emergency Notes, Series 2017D which were issued on December 7, 2017 and mature on December 7, 2018; (iv) paying a portion of the maturing principal of the City's $7,980,000 Bond Anticipation Notes, Series 2017E which were issued on December 7, 2017 and are payable on December 7, 2018; (v) financing a portion of certain costs relating to a redevelopment project of the Jersey City Redevelopment Agency known as the Bayfront Redevelopment Project, including the purchase of real property, the demolition of certain structures located thereon and the construction of certain infrastructure improvements; and (vi) paying a portion of the maturing principal of the City's $17,734,000 Bond Anticipation Notes, Series 2018A which were issued on January 18, 2018 and are payable on January 18, 2019; and

WHEREAS, all matters pertaining to the sale of the Notes have been delegated by the Note Ordinances to the Chief Financial Officer of the City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey, as follows:

Section 1. General Improvement Bonds, Series 2018, Authorization of Sale. The principal amount of general improvement bonds authorized to be issued pursuant to the Bond Ordinances described in Appendix A hereto shall be issued as "General Improvement Bonds, Series 2018", in the aggregate principal amount of $9,447,000 unless adjusted pursuant to
Section 2. Public Sale of Bonds. The Bonds shall be issued and sold at a public sale upon electronic bids, in accordance with Section 8 hereof and the provisions of the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented.

Section 3. Description of the Bonds. The Bonds shall be dated the date of delivery, shall be in book-entry only form, shall bear interest at the rate or rates specified by the successful bidder therefor in accordance with the Notice of Sale hereinafter provided for, said interest to be payable on June 1 and December 1, commencing on June 1, 2019 and shall mature on December 1 in the following years and amounts:

**GENERAL IMPROVEMENT BONDS, SERIES 2018**

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$360,000</td>
</tr>
<tr>
<td>2020</td>
<td>365,000</td>
</tr>
<tr>
<td>2021</td>
<td>370,000</td>
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<td>2022</td>
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<td>400,000</td>
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<tr>
<td>2025</td>
<td>415,000</td>
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<td>425,000</td>
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<td>2027</td>
<td>440,000</td>
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<td>2028</td>
<td>450,000</td>
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<td>2029</td>
<td>465,000</td>
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<td>2031</td>
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<tr>
<td>2032</td>
<td>515,000</td>
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<tr>
<td>2033</td>
<td>530,000</td>
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<td>590,000</td>
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<tr>
<td>2037</td>
<td>615,000</td>
</tr>
<tr>
<td>2038</td>
<td>637,000</td>
</tr>
</tbody>
</table>

The Bonds shall contain such other terms and conditions as are specified in the Notice of Sale, approved in Section 5 hereof (the "Notice of Sale"), and in the form of the Bonds, approved in Section 12 hereof.

Section 4 Redemption.

(A) The Bonds maturing prior to December 1, 2026 are not subject to redemption prior to their stated maturity. The Bonds maturing on or after December 1, 2026 are subject to redemption, at the option of the City, prior to their stated maturity and upon notice as hereinafter provided, at any time on or after December 1, 2025, in whole or part from such maturities as the City shall determine and by lot within a single maturity, at the redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

(B) In the event the winning bidder elects to aggregate consecutive principal maturities of the Bonds into one or more term bonds, then each such term bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts specified in the Notice of Sale for such aggregated consecutive principal maturities (other than the final such maturity), at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.
TITLE:

(C) Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of $1,000 or any integral multiple thereof. If less than all of the Bonds of a particular series and maturity are to be redeemed, Bonds of that series and maturity shall be selected by the Chief Financial Officer (or, if appointed pursuant to Section 15 hereof, the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer (or, if appointed by Section 15 hereof, the Paying Agent) shall give notice of the redemption of the Bonds by mailing the notice of redemption by first class mail in a sealed envelope postage prepaid, to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

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

Section 5. Approval of Notice of Sale. The Notice of Sale containing other terms and provisions of the Bonds and setting forth the conditions of the sale thereof, all of which are hereby approved, shall be substantially in the form attached to this Resolution as Appendix B and made a part hereof.

Section 6. Approval of Summary Notice of Sale. The Summary Notice of Sale containing other terms and provisions of the Bonds and setting forth the conditions of the sale thereof, all of which are hereby approved, shall be substantially in the form attached to this Resolution as Appendix C made a part hereof.

Section 7. Publication of Notice of Sale and Summary Notice of Sale. The Notice of Sale substantially in the form attached to this Resolution shall be published at least once in The Jersey Journal, a newspaper circulating in the City, and the Summary Notice of Sale substantially in the form attached to this Resolution shall be published at least once in The Bond Buyer, and/or such other nationally recognized local government bond marketing publication or electronic information carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The advertisement of said Notice of Sale and Summary Notice of Sale in each such medium shall be published not less than seven (7) days prior to the sale date for the Bonds. The City Clerk, the Chief Financial Officer and such other appropriate officials are hereby authorized and directed to publish the Notice of Sale and Summary Notice of Sale as aforesaid.

Section 8. Designation of Chief Financial Officer to Award Bonds. Electronic proposals for the purchase of the Bonds shall be received by the Chief Financial Officer on such date as shall be determined by the Chief Financial Officer and set forth in the Notice of Sale and the Summary Notice of Sale, or such later date as may be established by the Chief Financial Officer in accordance with Section 10 hereof. Electronic proposals will be received through the "PARITY Electronic Bid System" (PARITY) in accordance with the terms and conditions set forth in the Notice of Sale authorized herein. Such proposals shall be received and announced in accordance with the Notice of Sale authorized herein. The Municipal Council hereby designates the Chief Financial Officer to sell and award the Bonds in accordance with this Resolution and the Notice of Sale. The Chief Financial Officer is hereby directed to report, in writing, to the
CONTINUATION OF RESOLUTION

City Clerk File No.  Res. 18-961
Agenda No. 10-B NOV 6 2018

TITLE:

City at its first meeting after the sale of the Bonds as to the principal amount, interest rate and maturities of the Bonds sold, the price obtained and the name of the purchaser.

Section 9. Adjustment to Maturity Schedule. The City may and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds to adjust the amount of bonds to the amount needed by the City, provided however, that (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein, and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein and as adjusted will not exceed the amount authorized by the Ordinances. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the City as stated herein. The City shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered.

Section 10. Postponement of Sale. The Chief Financial Officer is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the City) (i) to postpone from time to time the sale of the Bonds from the date specified in the Notice of Sale (or, in the case of a rescheduled sale, from such rescheduled date), in each case upon not less than 24 hours' notice (to the extent practicable), and (ii) to reschedule such sale upon not less than 48 hours' notice. Notice of any such postponement and rescheduling shall be given in the manner specified in the Notice of Sale. In the event of any such postponement and rescheduling, the Chief Financial Officer may (and shall, if required by the Local Bond Law) cause a revised Notice of Sale and a revised Summary Notice of Sale to be prepared and published.

Section 11. Authorization for Official Statement. The distribution by the City and its municipal advisor of the Preliminary Official Statement relating to the Bonds and the Notes (a draft of which is attached hereto as Exhibit A and shall be filed with the records of the City) is hereby approved in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect. The Chief Financial Officer is hereby authorized to approve the contents and terms of the final Official Statement in respect of the Bonds and the Notes in substantially the form of the Preliminary Official Statement. The Chief Financial Officer is hereby authorized to sign such Official Statement on behalf of the City, in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof.

Section 12. Term Bond Option. As provided in the Notice of Sale, bidders may aggregate consecutive principal maturities of the Bonds for which such bidder bid the same interest rate into one or more term bonds. The Chief Financial Officer is hereby delegated the authority (if the Chief Financial Officer deems it to be in the best interests of the City) to include such option in any revised Notice of Sale prepared pursuant to Section 9 hereof. In the event the winning bidder elects such option, the provisions of Section 4 (B) hereof shall be applicable thereto, and the Paying Agent appointed under Section 15 hereof shall, from time to time and, without further direction by the City, give all notices of mandatory sinking fund redemption as may be required under Section 4 hereof in connection therewith.

Section 13. Approval of Form of Bonds. The form of the Bonds, substantially as set forth in Appendix D attached hereto and made a part hereof, is hereby approved. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and the Chief Financial Officer and the seal of the City, or a facsimile impression thereof, shall be affixed to the Bonds and attested by the manual signature of the City Clerk.
Section 14. **Appointment of Securities Depository.** The Depository Trust Company ("DTC"), shall act as securities depository for the Bonds. The ownership of one fully registered bond for each maturity of Bonds, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive certificated Bonds and will not be the registered owner thereof. Ownership interests in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the City nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The appropriate officers of the City are hereby authorized to execute a Letter of Representation to DTC and such other documents as may be necessary or desirable in connection with DTC's services as securities depository.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the City shall designate a successor securities depository or deliver certificates to the beneficial owners of the Bonds.

Section 15. **Appointment of Paying Agent and Bond Registrar.** The Chief Financial Officer is hereby delegated the authority to appoint any bank, trust company or national banking association having the power to accept and administer trusts to serve as Paying Agent and Bond Registrar for the Bonds. The Paying Agent and Bond Registrar shall signify its acceptance of the duties imposed upon it by this Resolution by a written certificate delivered to the City prior to the delivery of the Bonds.

Section 16. **Tax Covenant.** The City hereby covenants with the holders from time to time of the Bonds that it will make no investment or other use of the proceeds of such Bonds or take any further action (or refrain from taking such action) which would cause such Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended, or under any similar statutory provision or any rule or regulation promulgated thereunder (the "Code"), or would cause interest on such Bonds not to be excludable from gross income for federal income tax purposes, and that it will comply with the requirements of the Code and said regulations throughout the term of such Bonds.

Section 17. **Pledge of City.** The full faith and credit of the City is hereby pledged for the payment of the principal, redemption premium, if any, and interest on the Bonds. The Bonds shall be direct obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the principal of and interest on the Bonds without limitation as to rate or amount.

Section 18. **Continuing Disclosure.** The form of the Continuing Disclosure Certificate for the Bonds (the "Bonds CDC") in substantially the form attached hereto as Appendix E-1, and the form of the Continuing Disclosure Certificate for the Notes (the "Notes CDC", and together with the Bonds CDC, the "Continuing Disclosure Certificates"), in substantially the form attached hereto as Appendix E-2, are each hereby approved, and the execution of the Continuing Disclosure Certificates by the Chief Financial Officer of the City is hereby authorized. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificates executed by the City and dated the date of issuance and delivery of the Bonds and the Notes, respectively, as originally executed and as they may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure
Certificates shall not be considered a default on the Bonds and/or the Notes; however, any Bondholder or Noteholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 19. Further Action. The proper officers of the City are hereby authorized and directed to take all such action as may be necessary to affect the issuance and delivery of the Bonds.

Section 20. Effective Date. This Resolution shall take effect immediately.
## APPENDIX A

<table>
<thead>
<tr>
<th>Ordinance Number</th>
<th>Date Adopted</th>
<th>Amount of Bonds Authorized</th>
<th>Period of Usefulness (Years)</th>
<th>Bonds to be Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>09-097 and 09-127</td>
<td>10/24/09 and 12/16/06</td>
<td>$11,176,000</td>
<td>33.35361</td>
<td>$9,447,000</td>
</tr>
</tbody>
</table>
APPENDIX B

NOTICE OF SALE OF
CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

$9,447,000* GENERAL IMPROVEMENT BONDS, SERIES 2018

(Book-Entry-Only) (Callable)

ELECTRONIC PROPOSALS will be received and announced by the Chief Financial Officer of the City of Jersey City, a municipal corporation of the State of New Jersey located in the County of Hudson, New Jersey (the "City" or the "Issuer"), at 280 Grove Street, Jersey City, New Jersey, through the PARITY Electronic Bid System ("PARITY") of IPREO LLC, as described herein, on Tuesday, November 20, 2018 (unless postponed and rescheduled as provided herein) until 11:00 a.m., prevailing local time, in accordance with N.J.S.A. 40A:2-27, for the purchase of the following described bonds:

$9,447,000* General Improvement Bonds, Series 2018 maturing on December 1 in the years and in the amounts set forth below (the "Bonds"):  

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$360,000</td>
</tr>
<tr>
<td>2020</td>
<td>365,000</td>
</tr>
<tr>
<td>2021</td>
<td>370,000</td>
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<td>2036</td>
<td>590,000</td>
</tr>
<tr>
<td>2037</td>
<td>615,000</td>
</tr>
<tr>
<td>2038</td>
<td>637,000</td>
</tr>
</tbody>
</table>

*Preliminary, subject to change as described herein.

All Bids (as defined below) must be submitted in their entirety through PARITY until 11:00 a.m., New Jersey time on November 20, 2018 (see "Bidding Details"). To bid, Bidders (as defined below) must submit either (i) a certified, treasurer's or cashier's check or (ii) complete a wire transfer, in either case in the amount of $188,940 (the check or wire transfer being hereinafter referred to as the "Deposit"), to secure the City from any loss resulting from a failure of the bidder to comply with the terms of its bid. The Deposit must be submitted to the City prior to the time for submission of bids, and if in the form of a certified, treasurer's or cashier's check, at the following address:
If a wire transfer is used for the Deposit, it must be sent according to the wire instructions provided by the City's Municipal Advisor, Tim Elsmeier or Nick Wilechansky of NW Financial Group, LLC, 2 Hudson Place, Hoboken, New Jersey 07030 telephone number 201-656-0115, email teismeier@nwfinancial.com or nickw@nwfinancial.com (please contact the Municipal Advisor for wire instructions) and if the bid is not accepted, the City shall promptly return the Deposit amount to the unsuccessful bidder. EACH BIDDER IS REQUESTED TO PROVIDE THEIR RETURN WIRE INSTRUCTIONS.

The use of PARITY shall be at the Bidder's risk and expense, and the City shall have no liability with respect thereto.

Checks of unsuccessful bidders will be returned upon the award of the Bonds. Any bidder that does not have a representative present at the bid announcement is requested to include with its good faith deposit overnight packaging or other return envelope for the return of its Deposit (if not the successful bidder). In the absence of other arrangements, the check of any unsuccessful bidder will be returned by certified first class mail to such name and return address as specified by such bidder when such Deposit was provided. By submitting a proposal for the Bonds, each bidder shall be deemed to have accepted any and all risks of loss associated with the return of its Deposit. Upon return of its Deposit, each such unsuccessful bidder shall acknowledge same by signing and returning a receipt to such effect provided by the City. If a wire transfer is used, such transfer must be completed and confirmed received by the City prior to the opening of the bids.

The Deposit of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to comply with the terms of its accepted bid, the Deposit will be retained by the City as liquidated damages. The winning bidder shall not be entitled to any interest earnings in respect of the City.

The Bonds are to be issued in book-entry form only and all bidders for the Bonds must be participants of the Depository Trust Company ("DTC") or affiliated with its participants. The Bonds will be issued in the form of one certificate for the aggregate principal amount of Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as Securities Depository. The certificate will be deposited with DTC which will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchases may be made in the principal amount of $5,000 each or more thereof through book entries made on the books and records of DTC and its participants.
The Bonds will be dated the date of delivery, and will bear interest at the rate or rates per annum specified by the successful bidder therefor in accordance herewith, payable semi-annually on June 1 and December 1 in each year commencing June 1, 2019, until maturity, to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the participants of DTC as listed on the records of DTC.

The Bonds maturing prior to December 1, 2026 are not subject to redemption prior to their stated maturity. The Bonds maturing on or after December 1, 2026 are subject to redemption, at the option of the City, prior to their stated maturity and upon notice as hereinafter provided, at any time on or after December 1, 2025, in whole or part from such maturities as the City shall determine and by lot within a single maturity, at the redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

In the event (a) DTC determines not to continue to act as Securities Depository for the Bonds or (b) the City determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will deliver replacement bonds in the form of fully registered certificates.

The Bonds are general obligations of the City and are secured by a pledge of the full faith and credit of the City for the payment of the principal thereof and the interest thereon. The Bonds are payable, if not paid from other sources, from ad valorem taxes to be levied upon all the real property taxable within the City without limitations as to rate or amount.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed two per centum (2%). The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost ("TIC"). Such TIC cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery date. Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must be not less than $9,447,000 nor more than $10,391,700 (110%). Please note the expectation of the City to adjust the amount of bonds to the amount needed by the City, as described below. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at a TIC higher than the lowest TIC to the City under any legally acceptable proposal, and if two or more such bidders offer to pay the lowest TIC, then the Bonds will be sold to one of such bidders selected by lot from among all such bidders. The purchaser must also pay an amount equal to the interest (if any) on the Bonds accrued to the date of payment of the purchase price. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

It is requested that each proposal be accompanied by a computation of the TIC to the City under the terms of the proposal in accordance with the method of calculation described in the
preceding paragraph (computed to six decimal places), but such computation is not to be considered as part of the proposal for Bonds. Determinations of TIC by the City shall be final.

The Chief Financial Officer of the City may determine to postpone, upon not less than 24 hours’ notice, the date and time established for receipt of Bids. ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON THOMSON MUNICIPAL MARKET MONITOR (“TM3”) (www.tm3.com) AND/OR PARITY, BEFORE 4:00 P.M. ON THE DAY BEFORE THE SALE. If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced through TM3 at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on TM3 at the time the sale date and time are announced.

Each electronic proposal must be submitted through PARITY. No bidder will see any other bid, nor will any bidder see the status of its bid relative to other bids—i.e., whether its bid is a leading bid. To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may call PARITY at IPREO at (212) 849-5021. The City may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically through PARITY. In the event that a bid for the Bonds is submitted through PARITY, the bidder further agrees that the City may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official “Proposal for Bonds” provided by the City and executed by a duly authorized signatory of the bidder. If a bid submitted electronically through PARITY is accepted by the City, the terms of the official “Proposal for Bonds” and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

The City may and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds to adjust the amount of bonds to the amount needed by the City when considering the bid premium, provided however, that (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein, and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein and as adjusted will not exceed the amount authorized by the Bond Ordinances. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter’s discount and the original issue premium or discount, but will not change the per bond underwriter’s discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the City as stated herein. The City shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered.
PARITY is not an agent of the City, and the City shall have no liability whatsoever based on any bidder’s use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the City or information provided by the bidder.

The City may choose to discontinue use of electronic bidding through PARITY by issuing a notification to such effect through TM3, or by other available means, no later than 4:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically through PARITY to the City, each bid will constitute an official “Proposal for Bonds” and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all “Proposals for Bonds,” whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the City nor IPREO shall have any duty or obligation to any bidder, or be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The City is using PARITY as a communication mechanism, and not as the City’s agent, to conduct the electronic bidding for the Bonds. By using PARITY each bidder agrees to hold the City harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

Bidders should be aware of the following bidding details (“Bidding Details”) associated with the sale of the Bonds:

1. **BIDDERS MUST SUBMIT GOOD FAITH CHECK OR WIRE TRANSFER (PLEASE CONTACT THE MUNICIPAL ADVISOR FOR WIRE INSTRUCTIONS) IN THE AMOUNT OF $188,940 PAYABLE TO THE CITY NO LATER THAN 11:00 A.M. ON THE DAY OF SALE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS AND WIRES ON THE DAY PRIOR TO THE SALE TO ASSURE RECEIPT OF PAYMENT BY THE CITY AT THE FOLLOWING ADDRESS:**

   Donna L. Mauer, Chief Financial Officer  
   City of Jersey City  
   280 Grove Street  
   Jersey City, New Jersey 07302

   **BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE CITY.**

2. All Bids must be submitted through PARITY. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

3. All Bids for the Bonds must be submitted on an “All or None” (“AON”) basis.
4. Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the Bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed two per centum (2%). The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost (as such term is defined herein). Each proposal submitted must be for all of the Bonds and the purchase price specified in the proposal must be not less than $9,447,000 nor more than $10,391,700 (110%). Please note the expectation of the City to adjust the amount of bonds to the amount needed by the City, as described above. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest TIC to the City under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price, if any.

5. Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Definitions

“Bid” any confirmed purchase offer received by PARITY on or before the proposal submission deadline.

“Bidder” any firm registered and approved for participation in sale.

“Winning Bid” any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest TIC that is acceptable to the City.

“True Interest Cost” or “TIC” computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding interest accrued to the delivery. The TIC serves as the basis for awarding bonds to winning Bidders.

The successful bidder may, at its option, refuse to accept the Bonds if prior to their delivery any income tax law of the United States of America shall provide that the interest thereon is includable in gross income for federal income tax purposes, or shall be so includable at a future date. In such case the deposit made by the bidder shall be returned and it will be relieved of its contractual obligations arising from the acceptance of its proposal.

The City reserves the right to reject any and all bids, and any bids not complying with provisions hereof or New Jersey law will be rejected. The City also reserves the right to waive any and all irregularity in any bid, to take any action adjourning or postponing the sale of the Bonds or to take any other action the City may deem to be in the best interest of the City.
Establishment of Issue Price

(a) The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the forms reflected as Exhibits A, B or C, which are incorporated by reference herein and are available from Bond Counsel and shall be posted with the Notice of Sale on Parity, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor or Bond Counsel.

(b) The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

1. the Issuer shall disseminate this Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;

2. all bidders shall have an equal opportunity to bid;

3. the Issuer may receive bids from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

4. the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) If the successful bidder is purchasing for its own account without a present intention to reoffer the Bonds, it must complete Exhibit A, and the provisions of paragraphs (d)-(i) below shall not apply.

(d) In the event that paragraph (c) does not apply and the Competitive Sale Requirements are satisfied, the winning bidder must complete Exhibit B, and the provisions of paragraphs (e)-(i) below shall not apply.

(e) In the event that paragraph (c) does not apply and the Competitive Sale Requirements are not satisfied, the Issuer shall so advise the winning bidder and the winning bidder must complete Exhibit C. The Issuer may determine to treat (i) the first price at which 10% of a Maturity of the Bonds (the “10% test” is sold to the Public as the issue price of that Maturity and/or (ii) the initial offering price to the Public as of the Sale Date of any Maturity of
the Bonds as the issue price of that Maturity (the “hold-the-offering-price rule”), in each case applied on a Maturity-by-Maturity basis (and if different interest rates apply within a Maturity, to each separate CUSIP number within that Maturity). Immediately following the award of the Bonds, the winning bidder shall advise the Issuer if any Maturity of the Bonds satisfies the 10% test. Any Maturity (and if different interest rates apply within a Maturity, any separate CUSIP number within that Maturity) of the Bonds as to which the winning bidder has not so advised the Issuer that the 10% test has been satisfied shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the hold-the-offering-price rule applies to any Maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

(f) By submitting a bid, the winning bidder shall (i) confirm that the Underwriters have offered or will offer the Bonds to the Public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell unsold Bonds of any Maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the Sale Date; or
2. the date on which the Underwriters have sold at least 10% of that Maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The winning bidder will advise the Issuer promptly after the close of the fifth (5th) business day after the Sale Date whether it has sold 10% of that Maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

(g) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each Maturity of the Bonds, the winning bidder agrees to promptly report to the Issuer the prices at which the unsold Bonds of that Maturity have been sold to the Public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that Maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that Maturity; provided that, the winning bidder’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel.

(h) The Issuer acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements
for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(i) By submitting a bid, each bidder confirms that: (i) any agreement among Underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the Public the unsold Bonds of each Maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that Maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that Maturity; provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals upon request of the winning bidder and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of Bonds, that, to its knowledge are made to a purchaser who is a related party to an Underwriter participating in the initial sale of the Bonds to the Public, and (C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the Public.

(ii) any agreement among Underwriters or selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each Maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that Maturity allocated to it have been sold or it is notified by the winning bidder or such Underwriter that either the 10% test has
been satisfied as to the Bonds of that Maturity; provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals upon request of the winning bidder and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wire.

(j) Sales of any Bonds to any person that is a related party to an Underwriter participating in the initial sale of the Bonds to the Public shall not constitute sales to the Public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "Public" means any person other than an Underwriter or a related party,

(ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public),

(iii) a purchaser of any of the Bonds is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "Sale Date" means the date that the Bonds are awarded by the Issuer to the winning bidder.

A Preliminary Official Statement has been prepared and is available for viewing in electronic format on www.i-dealprospectus.com and may also be obtained from the City's Municipal Advisor identified in the last paragraph of this Notice. The Preliminary Official Statement is deemed to be a final official statement, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Bonds and (b) amendment. The Preliminary Official Statement, as so revised, will constitute the final "Official Statement". By the submission of a bid for the Bonds, the successful bidder contracts for the receipt, within seven (7) business days of the award of the Bonds, of one hundred (100) copies of the final Official Statement at the expense of the City, with any additional copies of the final Official Statement that the successful bidder shall reasonably request to be provided at the
sole cost and expense of the successful bidder. In order to complete the final Official Statement, the successful bidder must furnish the following information to the City's Municipal Advisor and Bond Counsel by email or facsimile transmission or overnight delivery received by the City's Municipal Advisor and Bond Counsel within twenty-four (24) hours after the award of the Bonds: (a) initial offering prices (expressed as a price, exclusive of accrued interest, or yield per maturity), and (b) any other material information necessary for the final Official Statement but not known to the City (such as the bidder's purchase of credit enhancement). In addition, the successful bidder must, if requested by the City, furnish a written confirmation of its bid.

The City will undertake to provide certain continuing disclosure in accordance with Rule 15c2-12 of the Securities and Exchange Commission. A description of this undertaking is contained in the Preliminary Official Statement under the heading "CONTINUING DISCLOSURE".

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two (2) hours after announcement of the bids, but such successful bidder may not withdraw its proposal until after 5:30 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in immediately available funds by wire transfer to the City on the delivery date of the Bonds.

If a proposal is accepted but the City shall fail to deliver the Bonds to the successful bidder in accordance with the terms and conditions of its proposal, the Deposit shall be returned to such bidder. If a proposal is accepted but the successful bidder shall default in the performance of any of the terms and conditions of its proposal, the Deposit shall be retained by the City as and for liquidated damages.

The Bonds will be delivered through DTC on or before December 6, 2018, or such other date agreed to by the City and the successful bidder. PAYMENT FOR THE BONDS AT THE TIME OF THE CLOSING SHALL BE IN IMMEDIATELY AVAILABLE FEDERAL FUNDS.

If the Bonds qualify for issuance of any policy of municipal bond insurance, the purchaser of the Bonds may, at its sole option and expense, purchase such insurance. Any failure of the Bonds to be so insured shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the winning bidder thereof to accept delivery of and pay for the Bonds. The City's Municipal Advisor will request the CUSIPs and will provide CUSIP Global Services with the final details of the sale, including the identity of the winning bidder. The winning bidder will be responsible for the cost of the CUSIPs.

The obligation hereunder to deliver and accept the Bonds shall be conditioned on the availability and the delivery at the time of delivery of the Bonds of: (a) the approving opinion of the law firm of GluckWalrath LLP, Trenton, New Jersey, Bond Counsel, which will be furnished
without cost to the successful bidder, substantially to the effect set forth in the Preliminary Official Statement referred to below; (b) certificates in form satisfactory to said law firms evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, and compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to preserve the tax exemption us to the Bonds; (c) a certificate, in form and tenor satisfactory to said law firm and dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened affecting the validity of the Bonds; and (d) the City's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

The successful bidder 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, s.3) if the successful bidder enters into agreements or contracts, such as its agreement to purchase the Bonds, with a public entity, such as the City and receives compensation or fees in excess of $50,000 in the aggregate from public entities, such as the City, in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Failure to do so can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Copies of the Preliminary Official Statement may be obtained from the City's Municipal Advisor, Tim Eismeier or Nick Wilechansky of NW Financial Group, LLC, 2 Hudson Place, Hoboken, New Jersey 07030, telephone number 201-656-0115 or teismeier@nwfinancial.com or nickw@nwfinancial.com.

Dated: November 12, 2018

BY: /s/ Donna L. Mauer
Chief Financial Officer
City of Jersey City
County of Hudson, New Jersey

The following Exhibits are incorporated by reference in the Notice of Sale:
EXHIBIT A

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

$____ GENERAL IMPROVEMENT BONDS, SERIES 2018

CERTIFICATE OF THE PURCHASER
(NO REOFFERING PURCHASER)

The undersigned, on behalf of ________ (the “Purchaser”), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the “Bonds”).

1. **Purchase of the Bonds.** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of ________. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. **Defined Terms.**

   (a) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

   (b) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax or Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by GluckWalrath LLP, Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.
EXHIBIT B

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

$____ GENERAL IMPROVEMENT BONDS, SERIES 2018

ISSUE PRICE CERTIFICATE

(Competitive Sale Requirement Satisfied)

The undersigned (the "Representative"), on behalf of itself and each member of the underwriting group (if any) (collectively, the "Underwriter") hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. **Reasonably Expected Initial Offering Price.**

   (a) As of the Sale Date, the reasonably expected initial offering prices and yields of the Bonds to the Public by the Underwriter are the prices and yields listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

   (b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

   (c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

   [(d) The Underwriter has obtained a bond insurance policy from _____ ("Insurer") in respect of the Bonds. Based on our experience with bonds similar to the Bonds (i) the bond insurance was an important factor in marketing the Bonds and (ii) the absence of the insurance would have materially affected in an adverse manner the interest rates at which the Bonds could have been sold. The insurance policy will be issued for a premium of $______, which is net of any credits or rating agency fees. No portion of the premium represents the indirect payment of costs of issuance, including rating agency fees or the provision of additional services by Insurer. The present value of the insurance is less than the present value of the interest reasonably expected to be saved as a result of using the insurance to secure the Bonds, using as a discount rate the yield on the Bonds, calculated with treating the premiums as interest.]

2. **Defined Terms.**

   (a) **Issuer** means the City of Jersey City, in the County of Hudson, New Jersey.

   (b) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same Maturity date but different stated interest rates, are treated as separate maturities.
(c) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) **Sale Date** means the first day on which the Bonds are awarded by the Issuer to the winning bidder. The Sale Date of the Bonds is November 20, 2018.

(e) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Issuer’s Tax or Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by GluckWalrath LLP, bond counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[REPRESENTATIVE, on behalf of itself and each member of the underwriting group]

By:
Name:
Title:
Dated:
SCHEDULE A

EXPECTED OFFERING PRICES AND YIELDS
SCHEDULE B
COPY OF BID
EXHIBIT C

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

$_____ GENERAL IMPROVEMENT BONDS, SERIES 2018

ISSUE PRICE CERTIFICATE

(Hold the Price for all or some maturities)

The undersigned (the "Representative"), on behalf of itself and each member of the underwriting group (if any) (collectively, the "Underwriter), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds"). Select appropriate provisions below:

1. [Alternative 1\(^1\) – All Maturities Use General Rule: Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

   [Alternative 2\(^2\) – Select Maturities Use General Rule: Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities].

   (a) [Alternative 1\(^3\) – All Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

   [Alternative 2\(^4\) – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date.]

---

\(^1\) If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

\(^2\) If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

\(^3\) If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

\(^4\) Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b)
copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule C.

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

[Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

[(c) The Underwriter has obtained a bond insurance policy from ______ (“Insurer”) in respect of the Bonds. Based on our experience with bonds similar to the Bonds (i) the bond insurance was an important factor in marketing the Bonds and (ii) the absence of the insurance would have materially affected in an adverse manner the interest rates at which the Bonds could have been sold. The insurance policy will be issued for a premium of $______, which is net of any credits or rating agency fees. No portion of the premium represents the indirect payment of costs of issuance, including rating agency fees or the provision of additional services by Insurer. The present value of the insurance is less than the present value of the interest reasonably expected to be saved as a result of using the insurance to secure the Bonds, using as a discount rate the yield on the Bonds, calculated with treating the premiums as interest.]

3. Defined Terms.

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”
(b) **Hold-the-Offering-Price Maturities** means those Maturities of the Bonds listed in Schedule B hereto as the “Hold-the-Offering-Price Maturities.”

(c) **Holding Period** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (November 28, 2018), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) **Issuer** means the City of Jersey City, in the County of Hudson, New Jersey.

(e) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is November 20, 2018.

(h) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only.

Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax or Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by GluckWalrath LLP, bond counsel, in connection with rendering its opinion that the interest on
the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

[REPRESENTATIVE, on behalf of itself and each member of the underwriting group]

By: ______________________
Name: _____________________
Title: ______________________
Dated: __________
### Schedule A

**Sale Prices of the General Rule Maturities**

*Attached*

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Par Amount</th>
<th>Rate</th>
<th>Issue Price</th>
</tr>
</thead>
<tbody>
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</table>

**Total**

<table>
<thead>
<tr>
<th>Par Amount</th>
<th>Rate</th>
<th>Issue Price</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

SCHEDULE [B]

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(Attached)

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Par Amount</th>
<th>Rate</th>
<th>Issue Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Total</td>
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</tr>
</tbody>
</table>
SCHEDULE [B][C]

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)
APPENDIX C
CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY
$9,447,000* GENERAL IMPROVEMENT BONDS, SERIES 2018

SUMMARY NOTICE OF SALE
(Book-Entry-Only) (Callable)

Dated Date: 

Delivery Date: Expected to be December 6, 2018

Bid Date: ELECTRONIC PROPOSALS will be received through the PARITY Electronic Bid System ("PARITY") of IPREO LLC website on November 20, 2018 prior to 11:00 a.m. Award by 1:00 p.m.

Type of Sale: Competitive bid through PARITY

Interest: Multiple Interest Rates – ascending in multiples of 1/8 or 1/20 of 1%
The difference between the lowest and the highest rates shall not exceed two per centum (2%).

Maturity Schedule: The Bonds will consist of serial bonds (unless aggregated into term bonds as provided in the Notice of Sale) maturing on December 1 in the years 2019 through 2038, inclusive, as set forth in the following table:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount*</th>
<th>Year</th>
<th>Principal Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$360,000</td>
<td>2029</td>
<td>$465,000</td>
</tr>
<tr>
<td>2020</td>
<td>365,000</td>
<td>2030</td>
<td>480,000</td>
</tr>
<tr>
<td>2021</td>
<td>370,000</td>
<td>2031</td>
<td>500,000</td>
</tr>
<tr>
<td>2022</td>
<td>380,000</td>
<td>2032</td>
<td>515,000</td>
</tr>
<tr>
<td>2023</td>
<td>390,000</td>
<td>2033</td>
<td>530,000</td>
</tr>
<tr>
<td>2024</td>
<td>400,000</td>
<td>2034</td>
<td>550,000</td>
</tr>
<tr>
<td>2025</td>
<td>415,000</td>
<td>2035</td>
<td>570,000</td>
</tr>
<tr>
<td>2026</td>
<td>425,000</td>
<td>2036</td>
<td>590,000</td>
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<tr>
<td>2027</td>
<td>440,000</td>
<td>2037</td>
<td>615,000</td>
</tr>
<tr>
<td>2028</td>
<td>450,000</td>
<td>2038</td>
<td>637,000</td>
</tr>
</tbody>
</table>

*Preliminary, subject to change as described in the Notice of Sale.

Legal Opinion: GluckWalrath LLP, Trenton, NJ

Bid Security: Good Faith Check or wire transfer must be received by the City prior to bidding in the amount of $188,940

Preliminary Official Statement, a Notice of Sale and other details available at www.i-dealprospectus.com
APPENDIX D

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF HUDSON
CITY OF JERSEY CITY

GENERAL IMPROVEMENT BOND, SERIES 2018

<table>
<thead>
<tr>
<th>No. R-1</th>
<th>$___________</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTEREST RATE</td>
<td>MATURITY DATE</td>
</tr>
<tr>
<td>_____%</td>
<td>December 1, 20</td>
</tr>
</tbody>
</table>

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: ___________________________ Dollars

The City of Jersey City, in the County of Hudson, a public body corporate and politic organized and existing under the laws of the State of New Jersey (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner hereof on the Maturity Date set forth above the Principal Sum set forth above, and to pay interest thereon semi-annually on June 1 and December 1 of each year, commencing June 1, 2019 (each, an "Interest Payment Date"), at the Interest Rate specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the payment of the Principal Sum has been made or duly provided for. As long as The Depository Trust Company ("DTC") or its nominee, Cede & Co., is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made by the City, or the hereinafter-defined Paying Agent, directly to DTC or its nominee, Cede & Co., which will credit payments of principal of and interest on the Bonds to the participants of DTC as listed on the records of DTC as of each next preceding May 15 and November 15 (the "Record Dates" for the payment of interest on the Bonds), which participants will in turn credit such payments to the beneficial owners of the Bonds. Both the principal of and the interest on this bond are payable in lawful money of the United States of America.

No transfer of this bond shall be valid unless made on the registration books of the City kept for that purpose by the Chief Financial Officer (or, if a Paying Agent is appointed by the City, at the corporate trust office of the Paying Agent) and by surrender of this bond (together with a written instrument of transfer satisfactory to the Chief Financial Officer or Paying Agent (as appropriate) duly executed by the registered owner or by his or her duly authorized attorney) and the issuance of a new bond or bonds in the same form and tenor as the original bond except for the differences in the name of its registered owner, the denominations and the Date of Authentication. The owner of any bond or bonds may surrender same (together with a written instrument of transfer satisfactory to the Chief Financial Officer or Paying Agent, if any (as
This Bond is one of a duly authorized issue of General Improvement Bonds, Series 2018 the City in the aggregate principal amount of $________________ (the "Bonds"), all of like date and tenor, except as to date of maturity and denomination, and all authorized and issued under and pursuant to the Local Bond Law of the State of New Jersey constituting Chapter 169 of the Laws of 1960, effective January 1, 1962, as amended, a Resolution duly adopted by the Municipal Council on __________, 2018 and various Bond Ordinances referred to therein, each in all respects duly approved and published as required by law. The Bonds are issued for the purpose of providing funds for and towards the costs of various capital improvements.

The Bonds maturing prior to December 1, 2026 are not subject to redemption prior to their stated maturity. The Bonds maturing on or after December 1, 2026 are subject to redemption, at the option of the City, prior to their stated maturity and upon notice as hereinafter provided, at any time on or after December 1, 2025, in whole or part from such maturities as the City shall determine and by lot within a single maturity, at the redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

[The Bonds maturing on December 1, ____, shall be subject to mandatory sinking fund redemption on December 1, in each year and in the amounts set forth in the chart below, at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued and unpaid interest thereon to the date of redemption:

<table>
<thead>
<tr>
<th>$_______ Term Bonds Due December 1, ____</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year</strong></td>
</tr>
<tr>
<td>__________________</td>
</tr>
</tbody>
</table>

* Final Maturity.]

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

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

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

It is hereby certified that all acts, conditions and things required by the laws of the State of New Jersey to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the City is within every debt and other limit prescribed by the constitution and the statutes of the State of New Jersey.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, a Sunday, or a day on which banking institutions in the State of New Jersey are authorized by law to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

For the prompt and full payment of the obligations of this Bond, the entire full faith and credit of the City are hereby irrevocably pledged.
IN WITNESS WHEREOF, the City of Jersey City, in the County of Hudson, New Jersey has caused this Bond to be signed in its name by the manual or facsimile signatures of its Mayor and Chief Financial Officer and its corporate seal, or a facsimile thereof, to be hereunto affixed, duly attested by the manual signature of its City Clerk.

(Seal)

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

Attest:

By: ________________________________
    Mayor

By: ________________________________
    Chief Financial Officer

City Clerk
APPENDIX E-1

FORM OF CONTINUING DISCLOSURE CERTIFICATE FOR THE BONDS

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of $__________ principal amount of its General Improvement Bonds, Series 2018 (the "Bonds"). The Bonds are being issued pursuant to Bond Ordinances (the "Ordinances") duly adopted by the Municipal Council of the Issuer (the "Council"), and a resolution duly adopted by the Municipal Council on November ___, 2018 (the "Resolution"). The Bonds are dated December 6, 2018 and shall mature on December 1 in the years 2019 through 2038, inclusive. The Issuer covenants and agrees as follows:

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

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

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

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

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

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

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

E-1-1
"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

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

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

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of New Jersey.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2018, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on EMMA, or that has been filed with the SEC.

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

(c) The Dissemination Agent shall:

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

(ii) if applicable, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.
Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

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

2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated November __, 2018, prepared in connection with the sale of the Bonds under the following captions under the heading in the body of the Official Statement: "RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK", and in Appendix A thereto under the following headings and captions, "CITY INDEBTEDNESS AND DEBT LIMITS – Debt Statements" (excluding the first four paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations", "CITY INDEBTEDNESS AND DEBT LIMITS – Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – School Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY FINANCIAL INFORMATION – Current Fund—Revenues and Expenditures", "CITY REVENUES – Real Estate Tax" (table captioned "Analysis of Tax Rates and Percent Distribution Rate Per $1,000 Assessed Valuation" only), "CITY REVENUES – Equalization Rate and Tax Collection Rates" (excluding the first paragraph thereof), "CITY REVENUES – Tax-Exempt Properties", "CITY REVENUES – Properties in Tax Abatement" (excluding the first three paragraphs thereunder), "CITY REVENUES – Delinquent Taxes" (excluding the first two paragraphs thereunder), "CITY REVENUES – State Aid Programs" (table captioned "State Aid to Jersey City" only), "CITY EXPENDITURES", "PENSION FINANCING – City Plans" (tables reflecting Annual Recommended Contributions and captioned "City Contributions to Employee Pensions" only), "PENSION FINANCING – Post Employment Benefits" and "LITIGATION – Pending Litigation" (table describing amounts in judgments and settlements only).

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;

4. unscheduled draws on the credit enhancements reflecting financial difficulties;

5. substitution of the credit or liquidity providers or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

7. modifications to rights of Bondholders, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

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

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

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

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

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

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

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

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or
in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

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

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or wilful misconduct. The obligations of the Issuer under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.
Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: ________________, 2018

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

By: ____________________________

Donna L. Mauer, Chief Financial Officer
EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

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

Name of Bond Issue: $________ General Improvement Bonds, Series 2018

Date of Issuance: ________, 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated ________, 2018. The Issuer anticipates that the Annual Report will be filed by ________, 20__.

Dated: ________, 20__

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

By: ____________________________
   Name:
   Title:
FORM OF CONTINUING DISCLOSURE CERTIFICATE FOR THE NOTES

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of its $_______ Special Emergency Notes, Series 2018E (Federally Taxable) (the "Series 2018E Notes"), its $_______ Special Emergency Notes, Series 2018F (the "Series 2018F Notes"), its $_______ Bond Anticipation Notes, Series 2018G (the "Series 2018G Notes") and its $_______ Redevelopment Bond Anticipation Notes, Series 2018H (the "Series 2018H Notes", and together with the Series 2018E Notes, the Series 2018F Notes and the Series 2018G Notes, the "Notes"). The Notes are being issued pursuant to ordinances and a resolution duly adopted by the Municipal Council. The Issuer covenants and agrees as follows:

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

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

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

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

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

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

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.
"Noteholder" shall mean any person who is the registered owner of any Note, including holders of beneficial interests in the Notes.

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

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

"State" shall mean the State of New Jersey.

SECTION 3. Reporting of Significant Events.

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

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on the credit enhancements reflecting financial difficulties;
5. substitution of the credit or liquidity providers or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax-exempt status of the Notes;
7. modifications to rights of Noteholders, if material;
8. Note calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Notes, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

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

SECTION 4. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If such termination occurs prior to the final maturity of the Notes, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 3(c).

SECTION 5. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any
SECTION 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

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

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

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

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

SECTION 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 8. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Noteholder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Notes, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers,
directors, employees and agents, harmless against any loss, expense and liabilities which it may
incur arising out of or in the exercise or performance of its powers and duties hereunder,
including the costs and expenses (including attorneys fees) of defending against any claim of
liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful
misconduct. The obligations of the Issuer under this Section shall survive resignation or removal
of the Dissemination Agent and payment of the Notes.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit
of the Issuer, the Dissemination Agent, the Participating Underwriter and the Noteholders and
Beneficial Owners from time to time of the Notes, and shall create no rights in any other person
or entity.

Date: __________, 2018

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

By: ________________________________
Donna L. Mauer, Chief Financial Officer
APPENDIX C

FORMS OF BOND COUNSEL OPINIONS
APPENDIX D

FORMS OF CONTINUING DISCLOSURE CERTIFICATES
PRELIMINARY OFFICIAL STATEMENT DATED __________, 2018

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

NEW ISSUE

In the opinion of Bond Counsel, assuming continuing compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") applicable to the Bonds and the Tax-Exempt Notes and subject to certain provisions of the Code which are described herein, under laws, regulations, rulings and judicial decisions existing on the date of the original delivery of the Bonds and the Tax-Exempt Notes, interest on the Bonds and the Tax-Exempt Notes is excluded from gross income of the owners thereof for federal income tax purposes under Section 103 of the Code. In the further opinion of Bond Counsel, interest on the Bonds and the Tax-Exempt Notes is not treated as a preference item for purposes of the alternative minimum tax imposed by the Code on individuals or corporations; however, for taxable years that began before January 1, 2018, interest on the Bonds and the Tax-Exempt Notes will be included in "adjusted current earnings" in computing alternative minimum taxable income for purposes of the alternate minimum tax imposed by the Code on certain corporations. The corporate alternative minimum tax has been repealed for taxable years beginning on or after January 1, 2018. Interest on the Taxable Notes is not excluded from gross income of the owners thereof for federal income tax purposes. Under the laws of the State of New Jersey, as enacted and construed on the date of the original delivery of the Bonds and the Notes, interest on the Bonds and the Notes and gain from the sale thereof are excludable from gross income under the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein.

CITY OF JERSEY CITY
in the County of Hudson, New Jersey

$9,447,000* GENERAL IMPROVEMENT BONDS, SERIES 2018
and
$51,223,983 NOTES

Consisting of:
$19,200,000 SPECIAL EMERGENCY NOTES, SERIES 2018E (FEDERALLY TAXABLE),
$3,000,000 SPECIAL EMERGENCY NOTES, SERIES 2018F,
$14,023,983 BOND ANTICIPATION NOTES, SERIES 2018G
and
$15,000,000 REDEVELOPMENT BOND ANTICIPATION NOTES, SERIES 2018H

Dated: Date of Delivery                                    Due Bonds: December 1, as shown on inside front cover
Notes: December 6, 2019, as shown below

The $9,447,000* General Improvement Bonds, Series 2018 (the "Bonds"), the $19,200,000 Special Emergency Notes, Series 2018E (Federally Taxable) (the "Taxable Notes" or the "Series 2018E Notes"), the $3,000,000 Special Emergency Notes, Series 2018F (the "Series 2018F Notes"), the $14,023,983 Bond Anticipation Notes, Series 2018G (the "Series 2018G Notes") and the $15,000,000 Redevelopment Bond Anticipation Notes, Series 2018H (the "Series 2018H Notes", and together with the Series 2018F Notes, the "Tax-Exempt Notes"), will be issued by the City of Jersey City, in the County of Hudson, New Jersey (the "City"). The Taxable Notes and the Tax-Exempt Notes are hereinafter referred to as the "Notes".

The Bonds will be issued as fully registered Bonds and, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of the Bonds will be made in book-entry-only form (without certificates) in denominations of $5,000 or more. So long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments of the principal and interest on the Bonds of such series are to be made directly to Cede & Co., which is to remit such payments to DTC participants, which in turn is to remit such payments to the beneficial owners of the Bonds (see "DESCRIPTION OF THE BONDS AND THE NOTES – Book-Entry Only System" herein). Interest on the Bonds is payable semiannually on June 1 and December 1 in each year until maturity or prior redemption, as applicable, commencing June 1, 2019.

The Bonds are subject to redemption prior to their stated maturities as more fully described herein. See "DESCRIPTION OF THE BONDS AND THE NOTES – Redemption of the Bonds and Notes" herein.

*Preliminary, subject to change.
The Bonds constitute general obligations of the City and the full faith and credit and unlimited taxing power of the City are pledged to the payment of the principal of, applicable premium, if any, and interest on the Bonds. The City shall be required to levy ad valorem taxes upon all taxable property within the City for the payment of the principal of and interest on the Bonds without limitation as to rate or amount. The Bonds are not a debt or obligation, legal, moral, or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

The Notes will be issued as fully registered Notes in the form of one certificate for the aggregate principal amount of each series of Notes and, when issued, will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of the Notes of each series will be made in book-entry-only form (without certificates) in denominations of $5,000 or more. So long as DTC, or its nominee Cede & Co., is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., which is to remit such payments to DTC participants, which in turn is to remit such payments to be beneficial owners of the Notes (see "DESCRIPTION OF THE BONDS AND NOTES – Book Entry Only System" herein). Interest on the Notes is payable at maturity. The Notes are not subject to redemption prior to their maturity.

$19,200,000 %, Special Emergency Notes, Series 2018E (Federally Taxable), Due December 6, 2019– Price %
$3,000,000 %, Special Emergency Notes, Series 2018F, Due December 6, 2019– Price %
$14,023,983 %, Bond Anticipation Notes, Series 2018G, Due December 6, 2019– Price %
$15,000,000 %, Redevelopment Bond Anticipation Notes, Series 2018H, Due December 6, 2019– Price %

The Notes constitute general obligations of the City, and the full faith and credit and unlimited taxing power of the City are pledged to the payment of the principal of, applicable premium, if any, and interest on the Notes. The City shall be required to levy ad valorem taxes upon all taxable real property within the City for the payment of the principal of and interest on the Notes without limitation as to rate or amount. The Notes are not a debt or obligation, legal, moral, or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

The Bonds and Notes are offered when, as and if issued by the City and delivered to the respective purchasers, subject to the approval of legality by GluckWalrath LLP, Trenton, New Jersey, Bond Counsel, and other conditions described herein. NW Financial Group, LLC, Hoboken, New Jersey, has served as financial advisor in connection with the issuance of the Bonds Notes. It is expected that the Bonds and the Notes will be available for delivery on or about December 6, 2018. The Bonds and the Notes are to be delivered through the facilities of DTC in Jersey City, New Jersey.

ELECTRONIC AND FAXED PROPOSALS WILL BE RECEIVED FOR THE BONDS AND NOTES ON NOVEMBER 20, 2018 UNTIL 11:00 AM FOR THE BONDS, UNTIL 11:30 AM FOR THE TAX-EXEMPT NOTES AND UNTIL 11:45 AM FOR THE TAXABLE NOTES. FOR MORE INFORMATION ON HOW TO BID, PLEASE REFER TO THE ENCLOSED NOTICES OF SALE.
## MATURITIES, PAR AMOUNTS*, INTEREST RATES, YIELDS AND CUSIP NUMBERS**

$9,447,000* General Improvement Bonds, Series 2018

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<th>Bonds*</th>
<th>Interest Rate</th>
<th>Yield</th>
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**Preliminary, subject to change.

CUSIP is a registered trademark of the American Bankers Association. CUSIP numbers are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP Numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the Bonds and the City does not make any representations with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specified maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.
CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

MAYOR

Steven M. Fulop

CITY COUNCIL

Rolando R. Lavarro  Council President
Daniel Rivera     Councilman-at-Large
Joyce Waterman    Councilwoman-at-Large
Denise Ridley     Ward A Councilwoman
Mira Prinz-Avery  Ward B Councilwoman
Richard Boggiano  Ward C Councilman
Michael Yun       Ward D Councilman
James Solomon     Ward E Councilman
Jermaine Robinson Ward F Councilwoman

CITY OFFICIALS

Brian Platt, Business Administrator
Peter J. Baker, Corporation Counsel
Annisia R. Ciallone, Director of Housing, Economic Development and Commerce
Donna L. Mauer, Chief Financial Officer
Robert Byrne, City Clerk

BOND COUNSEL

GluckWalrath LLP
Trenton, New Jersey

MUNICIPAL ADVISOR

NW Financial Group, LLC
Hoboken, New Jersey

INDEPENDENT AUDITORS

Donohue, Gironda, Doria & Tomkins, LLC
Bayonne, New Jersey
No broker, dealer, salesperson or other person has been authorized by the City or the Underwriters to give any information or to make any representations with respect to the Bonds and the Notes other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Underwriters. The information contained herein has been obtained from the City, DTC and other sources which are believed to be reliable; however, such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation or warranty of the City or the Underwriters. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in any of the information herein since the date hereof, or the date as of which such information is given, if earlier.

References in this Official Statement to laws, rules, regulations, ordinances, resolutions, agreements, reports and documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein, and copies of which may be inspected at the offices of the City during normal business hours. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

The order and placement of materials in this Official Statement, including the Appendices, are not deemed to be a determination of relevance, materiality or importance, and this Official Statement, including the Appendices, must be considered in its entirety.

In order to facilitate the distribution of the Bonds and the Notes, the Underwriters may engage in transactions intended to stabilize the price of the Bonds and the Notes at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The prices at which the Bonds and the Notes are offered to the public by the Underwriters and the yields resulting therefrom may vary from the initial public offering prices or yields shown on the cover and the inside front cover page hereof. In addition, the Underwriters may allow concessions or discounts from such initial public offering prices or yields to dealers and others.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds and the Notes in any jurisdiction in which it is unlawful for any person to make such an offer, solicitation or sale.

The Underwriters have reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the Federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guaranty the accuracy or completeness of such information.
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OFFICIAL STATEMENT
of the
CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

$9,447,000* GENERAL IMPROVEMENT BONDS, SERIES 2018
and
$51,223,983 NOTES

Consisting of:
$19,200,000 SPECIAL EMERGENCY NOTES, SERIES 2018E (FEDERALLY TAXABLE),
$3,000,000 SPECIAL EMERGENCY NOTES, SERIES 2018F,
$14,023,983 BOND ANTICIPATION NOTES, SERIES 2018G
and
$15,000,000 REDEVELOPMENT BOND ANTICIPATION NOTES, SERIES 2018H

INTRODUCTION

The purpose of this Official Statement is to provide certain information regarding the financial and economic condition of the City of Jersey City (the "City"), in the County of Hudson (the "County"), State of New Jersey (the "State" or "New Jersey") in connection with the sale and issuance by the City of its $9,447,000* General Improvement Bonds, Series 2018 (the "Bonds"), $19,200,000 Special Emergency Notes, Series 2018E (Federally Taxable) (the "Taxable Notes" or the "Series 2018E Notes"), $3,000,000 Special Emergency Notes, Series 2018F (the "Series 2018F Notes"), $14,023,983 Bond Anticipation Notes, Series 2018G (the "Series 2018G Notes") and $15,000,000 Redevelopment Bond Anticipation Notes, Series 2018H (the "Series 2018H Notes", and together with the Series 2018F Notes and the Series 2018G Notes, the "Tax-Exempt Notes"). The Taxable Notes and the Tax-Exempt Notes are hereinafter collectively referred to as the "Notes". This Official Statement (the "Official Statement") which includes the cover page, the inside front cover pages and the Appendices attached hereto, has been authorized by the Mayor and City Council to be distributed in connection with the sale of the Bonds and the Notes and has been executed by and on behalf of the City by the Business Administrator and the Chief Financial Officer.

This Official Statement contains specific information relating to the Bonds and the Notes including their general description, certain matters affecting the financing, certain legal matters, historical financial information and other information pertinent to the sale, issuance and delivery of the Bonds and the Notes. This Official Statement should be read in its entirety.

All financial and other information presented herein has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information is intended to show recent historical information and, but only to the extent specifically provided herein, certain projections of the immediate future, and is not necessarily indicative of future or continuing trends in the financial position or other affairs of the City.

This Official Statement is "deemed final", as of its date, within the meaning of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule").

* Preliminary, subject to change
DESCRIPTION OF THE BONDS AND THE NOTES

General Description of the Bonds and the Notes

The Bonds shall be dated the date of delivery and shall mature on December 1 in each of the years and in the principal amounts as set forth on the inside front cover page hereof. The Bonds shall bear interest from the date of delivery and shall be payable on December 1 and June 1 in each year until maturity or prior redemption, as applicable, commencing June 1, 2019, at the rates shown on the inside front cover page hereof. The Bonds will be issued as fully registered book-entry only bonds in the form of one certificate for each year of maturity of the Bonds in the aggregate principal amount of such maturity. The Bonds may be purchased in book-entry only form in the amount of $5,000 each or more, through book-entries made on the books and records of The Depository Trust Company, New York, New York ("DTC") and its participants. So long as DTC or its nominee, Cede & Co., or any successor or assign, is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made by the City or the Paying Agent (as defined herein) directly to Cede & Co. or any successor or assign, as nominee for DTC. Interest on the Bonds is calculated on the basis of twelve (12) thirty (30) day months in a three hundred sixty (360) day year and will be credited to the participants of DTC as listed on the records of DTC as of the close of business on each May 15 and November 15 preceding an interest payment date.

The Notes of each series shall be dated the date of delivery and mature on December 6, 2019. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months. Principal of and interest on the Notes will be paid when due and at maturity at the office of the Chief Financial Officer of the City (unless a Paying Agent is appointed by the City). So long as DTC or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., as nominee for DTC; disbursements of such payments to the DTC Participants is the responsibility of DTC, and disbursements of such payments to the beneficial owners of the Notes is the responsibility of the DTC Participants. The Notes will be issued in fully registered form in the denomination of $5,000 or more, and, under certain circumstances, are exchangeable for one or more fully registered Notes of like principal amount, series and maturity in the denomination of $5,000 or more.

Book-Entry Only System

The description which follows of the procedures and recordkeeping with respect to beneficial ownership interest in the Bonds and the Notes of each series, payment of principal and interest and other payments on the Bonds and the Notes to Direct and Indirect Participants (defined below) or Beneficial Owners (defined below), confirmation and transfer of beneficial ownership interests in the Bonds and the Notes and other related transactions by and between DTC, Direct and Indirect Participants and Beneficial Owners, is based on certain information furnished by DTC to the City. Accordingly, the City does not make any representations as to the completeness or accuracy of such information.

DTC will act as securities depository for the Bonds and the Notes. The Bonds and Notes will be issued as fully-registered bonds and notes registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. Fully-registered Bond and Note certificates will be issued in the aggregate principal amounts of the Bonds and Notes of each series and maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic
computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds and the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds and the Notes on DTC's records. The ownership interest of each actual purchaser of each Bond or Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds and the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds and the Notes, except in the event that use of the book-entry system for the Bonds and the Notes is discontinued.

To facilitate subsequent transfers, all Bonds and Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds and the Notes with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds and the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds and Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds and the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy (the "Omnibus Proxy") to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds and the Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Redemption proceeds and principal and interest payments on the Bonds and Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds and the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds and the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy (the "Omnibus Proxy") to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds and the Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.
proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds and or the Notes at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond and/or Note certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond and/or Note certificates will be printed and delivered.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR BENEFICIAL OWNERS.


Discontinuation of Book-Entry Only System

If the City, in its sole discretion, determines that DTC is not capable of discharging its duties, or if DTC discontinues providing its services with respect to the Bonds and the Notes at any time, the City will attempt to locate another qualified Securities Depository. If the City fails to find such Securities Depository, or if the City determines, in its sole discretion, that it is in the best interest of the City or that the interest of the Beneficial Owners might be adversely affected if the book-entry only system of transfer is continued (the City undertakes no obligation to make an investigation to determine the occurrence of any events that would permit it to make such determination), the City shall notify DTC of the termination of the book-entry only system.

Redemption of the Bonds and the Notes

The Bonds maturing prior to December 1, 2026 are not subject to redemption prior to maturity. The Bonds maturing on or after December 1, 2026 are subject to redemption, at the option of the City prior to maturity and upon notice as hereinafter provided, at any time on or after December 1, 2025, in whole or in part from such maturities as the City shall determine and by lot within a single maturity, at the respective redemption price of 100% of the principal amount to be redeemed together with unpaid interest accrued to the redemption date.

In the event the winning bidder elects to aggregate consecutive principal maturities of the Bonds into one or more term Bonds, then each such term Bond shall be subject to mandatory sinking fund redemption prior to maturity, in part, on the dates and in the amounts to be set forth in the final Official Statement, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Notes are not subject to redemption prior to maturity.

Notice of redemption ("Notice of Redemption") shall be given by mailing such notice at least thirty (30)
days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the City or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the City determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by the City; the Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

AUTHORIZATION OF THE BONDS AND THE NOTES

The Bonds are authorized by and are issued pursuant to: (i) the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”), (ii) a bond ordinance numbered 09-097 and a bond ordinance numbered 09-127 (collectively, the "2009 Bond Ordinances") duly adopted by the Municipal Council on October 24, 2009 and December 16, 2009, and approved and published as required by law, and (iii) a resolution duly adopted by the Municipal Council on November 7, 2018.

The Series 2018E Notes and the Series 2018F Notes have been authorized and are to be issued pursuant to the Local Budget Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, effective January 1, 1962, and the acts amendatory thereof and supplemental thereto (the "Local Budget Law"), specifically N.J.S.A. 40A:4-53, and: (A) with respect to the Series 2018E Notes, (i) an ordinance of the City numbered 14.132 duly adopted by the Municipal Council of the City on October 22, 2014 and a resolution of the City adopted by the Municipal Council of the City on October 22, 2014, (ii) an ordinance of the City numbered 15.149 duly adopted by the Municipal Council of the City on November 10, 2015 and a resolution of the City adopted by the Municipal Council of the City on November 10, 2015, and (iii) an ordinance of the City numbered 18-114 duly adopted by the Municipal Council of the City on October 10, 2018, and (B) with respect to the Series 2018F Notes, an ordinance of the City numbered 16.130 duly adopted by the Municipal Council of the City on September 14, 2016, and a resolution of the City adopted by the Municipal Council of the City on September 14, 2016. Pursuant to the Local Budget Law, the special emergency notes may be renewed from time to time, provided that at least 1/5 of all such special emergency notes, and the renewals thereof, mature and are paid in each year so that all the special emergency notes and renewals are paid no later than the last day of the fifth year following the date of the resolution authorizing such special emergency notes.

The Series 2018G Notes and the Series 2018H Notes have been authorized and are to be issued pursuant to the Local Bond Law and (A) with respect to the Series 2018G Notes, a bond ordinance numbered 13.031 duly adopted by the Municipal Council of the City on April 10, 2013 (the "2013 Bond Ordinance") and a bond ordinance numbered 16.106 duly adopted by the Municipal Council of the City on July 13, 2016 (the "2016 Bond Ordinance"), and (B) with respect to the Series 2018H Notes, a bond ordinance numbered 18-113 duly adopted by the Municipal Council of the City on October 10, 2018 (the "2018 Bond Ordinance", and together with the 2009 Bond Ordinances, the 2013 Bond Ordinance and the 2016 Bond Ordinance, the "Bond Ordinances").

By resolution adopted on April 10, 2013, the New Jersey Local Finance Board approved certain matters in connection with the 2013 Bond Ordinance. The Local Finance Board is authorized to establish certain conditions and requirements that the City must meet before approval for issuance is given.
The Bond Ordinances have been published in full after final adoption along with the statement that the twenty (20) day period of limitation, within which a suit, action or proceeding questioning the validity of the Bond Ordinances could be commenced, began to run from the date of the first publication of such statement. The Local Bond Law provides, that after issuance, all obligations shall be conclusively presumed to be fully authorized and issued by all laws of the State, and all persons shall be estopped from questioning their sale, execution or delivery by the City.

**PURPOSE OF THE BONDS AND APPLICATION OF PROCEEDS**

The City will apply the proceeds from the sale of the Bonds to pay a portion of the maturing principal of the City’s $17,734,000 Bond Anticipation Notes, Series 2018A (the “Series 2018A Notes”) which were issued on January 18, 2018 and are payable on January 18, 2019. The portion of the Series 2018A Notes to be refunded by the Bonds were issued to refinance certain capital improvements. The remaining $8,010,000 of the principal of the Series 2018A Notes will be paid from the proceeds of the sale of the Series 2018G Notes as described below.

**PURPOSE OF THE NOTES AND APPLICATION OF PROCEEDS**

The City will apply the proceeds from the sale of the Series 2018E Notes to (i) pay a portion of the maturing principal of the City’s $9,700,000 Special Emergency Notes, Series 2017C (Federally Taxable) (the "Series 2017C Notes") which were issued on December 7, 2017 and are payable on December 7, 2018; (ii) finance the payment of contractually required severance liabilities resulting from the layoff or retirement of City employees; and (iii) pay a portion of the costs of issuing the Series 2018E Notes. Such Series 2017C Notes were issued to pay a portion of the maturing principal of certain prior notes relating to the payment of contractually required severance liabilities resulting from the layoff or retirement of City employees. The remaining $5,000,000 of the principal of the Series 2017C Notes will be retired from funds appropriated from the City’s fiscal year 2018 budget appropriations.

The City will apply the proceeds from the sale of the Series 2018F Notes to (i) pay a portion of the maturing principal of the City’s $4,000,000 Special Emergency Notes, Series 2017D (the "Series 2017D Notes") which were issued on December 7, 2017 and are payable on December 7, 2018; and (ii) pay a portion of the costs of issuing the Series 2018F Notes. Such Series 2017D Notes were issued to pay a portion of the maturing principal of certain prior notes relating to the preparation and execution of a complete program of revaluation of real property. The remaining $1,000,000 of the principal of the Series 2017D Notes will be retired from funds appropriated from the City’s fiscal year 2018 budget appropriations.

The City will apply the proceeds from the sale of the Series 2018G Notes to (i) pay a portion of the maturing principal of the City’s $7,980,000 Bond Anticipation Notes, Series 2017E (the "Series 2017E Notes") which were issued on December 7, 2017 and are payable on December 7, 2018; (ii) pay a portion of the maturing principal of the City’s Series 2018A Notes; and (iii) pay a portion of the costs of issuing the Series 2018G Notes. Such Series 2017E Notes, and the portion of the Series 2018A Notes to be refunded by the Series 2018G Notes, were issued to pay a portion of the maturing principal of certain prior notes relating to various capital improvements and to finance and refinance the construction of certain infrastructure improvements relating to certain redevelopment projects of the Jersey City Redevelopment Agency (the "JCRA") to be undertaken by New Jersey City University. See "THE NJCU REDEVELOPMENT PROJECTS" herein. The remaining $1,966,017 of the principal of the Series 2017E Notes will be retired from funds appropriated from the City’s fiscal year 2018 budget appropriations and insurance proceeds.

The City will apply the proceeds from the sale of the Series 2018H Notes to (i) finance a portion of certain costs relating to a redevelopment project of the JCRA known as the Bayfront Redevelopment Project, including the purchase of real property, the demolition of certain structures located thereon and the construction of certain infrastructure improvements (the "Bayfront Redevelopment Project"); and (ii) pay a portion of the costs of issuing the Series 2018H Notes. See "THE BAYFRONT REDEVELOPMENT PROJECT" herein.
SECURITY AND SOURCE OF PAYMENT

The Bonds are valid and legally binding general obligations of the City, and the City has pledged its full faith and credit for the payment of the principal of and interest on the Bonds. The Bonds are direct obligations of the City and, unless paid from other sources, the City is required by law to levy ad valorem taxes upon all the taxable property within the City for the payment of the principal of and interest on the Bonds without limitation as to rate or amount.

The Bonds are not a debt or obligation, legal, moral or otherwise, of the State, or any county, municipality or any political subdivision thereof, other than the City.

The Notes constitute general obligations of the City and the full faith and credit and unlimited taxing power of the City are pledged to the payment of principal of, and interest on the Notes. The City is authorized and required by law to levy ad valorem taxes on all real property taxable by the City for the payment of the principal of and the interest on the Notes without limitation as to rate or amount. Payment of such principal and interest is not limited, however, to any particular fund or source of revenue of the City. The City is required to include in its annual municipal budget the total amount of interest and principal charges on all of its general obligation indebtedness for the current year.

The Notes are not a debt or obligation, legal, moral or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

The Bonds and the Notes are not entitled to the benefits of the Municipal Qualified Bond Act, Title 40A of the New Jersey Statutes, Section 40A:3-1, et seq., as amended, the School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 et seq., as amended, or the New Jersey School Bond Reserve Act, P.L. 1980 (N.J.S.A. 18A:56-17 et seq.).

NO DEFAULT

The City has never defaulted in the payment of principal of, redemption premium, if any, and interest on any bonds or notes or other obligations of the City, nor are any payments of principal of or interest on the City's indebtedness past due.

MARKET PROTECTION

Other than the Bonds and the Notes, the City does not anticipate issuing any additional series of notes and bonds in 2018.

The City intends to issue approximately $85,000,000 in bond anticipation notes in January 2019 to finance additional costs relating to the Bayfront Redevelopment Project. See "THE BAYFRONT REDEVELOPMENT PROJECT" herein.

THE NJCU REDEVELOPMENT PROJECTS

On April 18, 2017, the JCRA and New Jersey City University ("NJCU") entered into a Redevelopment Agreement contemplating the redevelopment of certain property owned by NJCU and located in an "area in need of redevelopment", through public-private partnerships with four designated private redevelopers. Each private redeveloper has also entered into a separate redevelopment agreement with the JCRA for the construction of its redevelopment project, each on separate premises to be ground leased by NJCU. Pursuant to an Infrastructure Agreement with the City, NJCU agreed to undertake certain infrastructure improvements in furtherance of these redevelopment projects, and the City agreed to reimburse such costs up to a total of $16 million, less an allowance for the City's interest expense and costs of issuance. A portion of the Series 2018G Notes in the amount of $12,145,000 represents amounts borrowed by the City for such purpose. The Series 2018G Notes are not secured.
by any payments from NJCU or any private redeveloper.

THE BAYFRONT REDEVELOPMENT PROJECT

In 2008, the City designated a portion of the west side of the City as the Bayfront I Redevelopment Area, and adopted a redevelopment plan to govern its redevelopment. By resolution adopted on June 27, 2018, the City determined to be the Master Redeveloper for the Bayfront I Redevelopment Area, and to acquire from a private entity substantially all of the property located within the Bayfront I Redevelopment Area that is not already owned by City or one of its related entities. On October 10, 2018, the City adopted a bond ordinance authorizing the execution of a purchase and sale agreement with the principal property owner (the “Purchase Agreement”), and further authorizing the issuance of up to $170 million in bonds or notes to finance the costs of the purchase of such real property (collectively, the “Development Parcels”), the demolition of certain structures located thereon and the construction of certain infrastructure improvements (collectively, the “Bayfront Redevelopment Project”).

Under the Purchase Agreement, the purchase price for the Development Parcels is $96 million, of which $6 million is allocated to the cost of demolition. The Series 2018H Notes are being issued to finance payment of the $9 million purchase price deposit and $6 million demolition costs. The City expects to issue an additional series of bond anticipation notes in January 2019 in the amount of approximately $85 million (the "January 2019 Notes") to finance payment of the balance of the purchase price ($81 million), and certain additional expenses of the Bayfront Redevelopment Project.

As Master Redeveloper, the City expects to enter into redevelopment agreements from time to time with private redevelopers for the redevelopment of the Development Parcels. In connection with such redevelopment agreements, the City expects to sell the Development Parcels to such redevelopers, and the City expects to apply the sale proceeds to the retirement of the City’s bond anticipation notes that financed the related property acquisition or to infrastructure improvements in lieu of issuing additional debt for same. Except to the extent of any sale proceeds received, the City expects that the maturing principal and interest due on the Series 2018H Notes and the January 2019 Notes will be provided from the proceeds of bond anticipation notes to be issued by the City in December 2019 and January 2020, respectively. However, the Series 2018H Notes are not secured by any payments that may be received from any private redeveloper.

CITY OF JERSEY CITY

The City is New Jersey's second largest municipality with a population of 247,597 according to the United States Department of Commerce's 2010 Census. The City is located on the west side of the Hudson River, directly across from lower Manhattan in New York City, and is part of the major business and industrial concentration spanning the New York - Northern New Jersey metropolitan area.

The City's land area is 15.8 square miles, including a five mile long stretch of Hudson River waterfront that has experienced considerable high rise office tower, residential and multi-family development over the past ten years. The City is connected to New York City by the Holland Tunnel and the PATH railroad tubes and is within ten miles of Newark International Airport and the container and cargo facilities of Port Newark-Elizabeth. The City is located in the County of Hudson. The City’s size and current development activity cause it to dominate the economy of Hudson County (the Jersey City Labor Area). The City also serves as the seat of the County government. Of the approximately 275,000 persons employed in the County, approximately 43% are employed in Jersey City. For additional information regarding the City and its finances, see “APPENDIX A - Certain Information Regarding the City of Jersey City”.

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RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK

Financial Overview

Appendix A contains information relative to the financial operations of the City. Over the last few years, the City’s financial position has improved due to structurally balanced operations and strong prospects for continued tax base growth. The City has benefited from successful efforts to raise additional recurring revenues while reducing personnel related expenditures.

The calendar year that ended December 31, 2017 resulted in an excess of $17,379,481 in operations and the City’s audited fund balance was $56,339,410. The calendar year that ended December 31, 2016 resulted in an excess of $43,960,220 in operations and the City’s audited fund balance was $78,920,179. The calendar year that ended December 31, 2015 resulted in an excess of $20,295,394 in operations and the City’s audited fund balance was $50,705,610. The calendar year that ended December 31, 2014 resulted in an excess of $33,812,449 in operations and the City’s audited fund balance was $56,132,966.

The City restructured its debt on March 30, 2006, providing Fiscal Year 2006 debt service relief of $18 million and another approximately $69 million in Fiscal Years 2007-2011 combined, and was intended to produce approximately level debt service through Fiscal Year 2022.

Financial Results

2018 Budget. The City's budget for the 2018 Calendar year was introduced on March 14, 2018 and adopted on July 18, 2018. The Municipal Tax Levy increased to $236,746,746. The City's 2018 budget anticipated $66,358,882 in State Aid.


2016 Budget. The City’s budget for the 2016 Calendar year was introduced on February 24, 2016 and adopted on July 20, 2016. The Municipal Tax levy increased to $226,747,422. The City’s 2016 budget realized $69,465,660 in State Aid.


CERTAIN STATUTORY PROVISIONS FOR THE PROTECTION OF GENERAL OBLIGATION DEBT

Local Bond Law (N.J.S.A. 40A:2-1 et seq.)

The Local Bond Law governs the issuance of bonds and notes to finance certain municipal capital expenditures. Among its provisions are requirements that bonds must mature within the statutory period of usefulness of the projects bonded and that bonds be retired in serial or sinking fund installments. A five percent (5%) cash down payment is generally required to be appropriated for the financing of expenditures for municipal purposes for which bonds are authorized.

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The Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.)

This law regulates the non-budgetary financial activities of local governments. An annual, independent audit of the local unit's accounts for the previous year must be performed by a licensed Registered Municipal Accountant. The audit, conforming to the Division of Local Government Services' "Requirements of Audit," includes recommendations for improvement of the local unit's financial procedures and must be filed with the Director (as defined herein) within six (6) months after the close of the fiscal year. A synopsis of the audit report, together with all recommendations made, must be published in a local newspaper within thirty (30) days of its completion.

The chief financial officer of every local unit must file annually with the Director a verified statement of financial condition of the local unit and all constituent boards, agencies and commissions.

The annual audit report is filed with the City Clerk and is available for review during business hours.

Debt Limits (N.J.S.A. 40A:2-6)

The authorized bonded indebtedness of a municipality in the State is limited by statute, subject to the exceptions noted below, to an amount equal to 3.50% of its equalized valuation basis. The equalized valuation basis of a municipality is set by statute as the average for the last three years of the equalized value of all taxable real property and improvements and certain class II railroad property within its boundaries as annually determined by the State Board of Taxation.

Certain categories of debt are permitted by statute to be deducted for purposes of computing the statutory debt limit.

On December 31, 2017, the City's percentage of statutory net debt was 1.655% and was comprised of the following:

<table>
<thead>
<tr>
<th></th>
<th>Gross Debt</th>
<th>Deductions</th>
<th>Net Debt</th>
</tr>
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<tr>
<td>Municipal Purposes</td>
<td>$627,913,930</td>
<td>$210,106,522</td>
<td>$417,807,408</td>
</tr>
<tr>
<td>School Purposes</td>
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<td>$22,417,258</td>
<td>$0</td>
</tr>
</tbody>
</table>

Exceptions to Debt Limits - Extensions of Credit (N.J.S.A. 40A:2-7)

The debt limit of the City may be exceeded with the approval of the Local Finance Board, a State regulatory agency. If all or any part of a proposed debt authorization would exceed its debt limit, the City must apply to the Local Finance Board for an extension of credit. If the Local Finance Board determines that a proposed debt authorization would not materially impair the ability of the City to meet its obligations or to provide essential services, or makes other statutory determinations, approval may be granted. In addition to the aforesaid, debt in excess of the debt limit may be issued without the approval of the Local Finance Board to fund certain bonds for self-liquidating purposes and, in each fiscal year, in an amount not exceeding two-thirds of the amount budgeted in such fiscal year for the retirement of outstanding obligations (exclusive of obligations issued for utility or assessment purposes).

Short-Term Financing

The City may issue short term "bond anticipation notes" to temporarily finance a capital improvement or project in anticipation of the issuance of bonds if the bond ordinance or a subsequent resolution so provides. Bond anticipation notes, which are general obligations of the City, may be issued for a period not exceeding one (1) year. Generally, bond anticipation notes may not be outstanding for longer than ten (10) years. An additional
period may be available following the tenth anniversary date equal to the period from the notes' maturity to the end of the tenth fiscal year in which the notes mature plus four (4) months in the next following fiscal year from the date of original issuance. Beginning in the third year, the amount of outstanding notes that may be renewed is decreased by the minimum amount required for the first year's principal payment of bonds in anticipation of which such notes are issued.

MUNICIPAL BUDGET

Pursuant to the Local Budget Law, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the “Local Budget Law”), the City is required to have a balanced budget in which debt service is included in full for each fiscal year.

The Local Budget Law (N.J.S.A. 40A:4-1 et seq.)

The foundation of the New Jersey local finance system is the annual cash basis budget. The City must adopt an operating budget in the form required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"). Items of revenue and appropriation are regulated by law and must be certified by the Director prior to final adoption of the budget. The Local Budget Law requires each local unit to appropriate sufficient funds for payment of current debt service and the Director of the Division (the “Director”) is required to review the adequacy of such appropriations, among others, for certification.

The Director has no authority over individual operating appropriations, unless a specific amount is required by law, but the review functions focusing on anticipated revenues serve to protect the solvency of all local units. Local budgets, by law and regulation, must be in balance on a “cash basis”. No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval thereof (N.J.S.A. 40A:4-10).

The principal sources of City revenues are real estate taxes, State Aid, Federal Aid and miscellaneous revenues.

In any year, the municipality may authorize, by resolution, the issuance of tax anticipation notes which may be issued in anticipation of the collection of taxes for such year. Tax anticipation notes are limited in amount by law and must be paid off in full by a municipality within one hundred twenty (120) days after the close of the fiscal year.

Real Estate Taxes

The general principle that revenue cannot be anticipated in a budget in excess of that realized in the preceding year applies to property taxes. N.J.S.A. 40A:4-29 delineates anticipation of delinquent tax collections: "The maximum which may be anticipated is the sum produced by the multiplication of the amount of delinquent taxes unpaid and owing to the local unit on the first day of the current fiscal year by the percentage of collection of delinquent taxes for the year immediately preceding the current fiscal year."

Section 41 of the Local Budget Law provides with regard to current taxes that: "Receipts from the collection of taxes levied or to be levied in the municipality, or in the case of a county for general county purposes and payable in the fiscal year, shall be anticipated in an amount which is not in excess of the percentage of taxes levied and payable during the next preceding fiscal year which was received in cash by the last day of such preceding fiscal year."

The provision requires that an additional amount (the "reserve for uncollected taxes") be added to the tax levy required to balance the budget so that when the percentage of the prior year's tax collection is applied to the combined total, the product will at least be equal to the tax levy required to balance the budget. The reserve requirement is calculated as follows:

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Cash Required from Taxes to Support Local Municipal Budget and Other Taxes
Prior Year's Percentage of Current Tax Collection (or Lesser %) = Amount to be Raised by Taxation

Miscellaneous Revenues

Section 26 of the Local Budget Law provides: "no miscellaneous revenues from any source shall be included as an anticipated revenue in the budget in an amount in excess of the amount actually realized in cash from the same source during the preceding fiscal year, unless the Director shall determine upon application by the governing body that the facts clearly warrant the expectation that such excess amount will actually be realized in cash during the fiscal year and shall certify such determination, in writing, to the local unit." No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval thereof (N.J.S.A. 40A:4-10). The exception to this is the inclusion of categorical grants-in-aid contracts for their face amount with an offsetting appropriation. The fiscal years for such grants rarely coincide with the municipality's calendar fiscal year.

Limitations on Expenditures ("Cap Law") and Property Tax Levy Cap

N.J.S.A. 40A:4-45.3 places limits on municipal tax levies and expenditures. This law is commonly known as the "Cap Law" (the "Cap Law"). The Cap Law was amended and became effective on July 7, 2004. The Cap Law provides that the City shall limit any increase in its budget to 2.5% or the Cost-Of-Living Adjustment, whichever is less, of the previous year's final appropriations, subject to certain exceptions. The Cost-Of-Living Adjustment is defined as the rate of annual percentage increase, rounded to nearest half percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services produced by the United States Department of Commerce for the year preceding the current year as announced by the Director. However, in each year in which the Cost-Of-Living Adjustment is equal to or less than 2.5%, the City may, by ordinance approved by a majority vote of the full membership of the governing body, provide that the final appropriations of the City for such year be increased by a percentage rate that is greater than the Cost-Of-Living Adjustment, but not more than 3.5% over the previous year's final appropriations. See N.J.S.A. 40A:4-45.14. In addition, N.J.S.A. 40A:4-45.15b restored "CAP" banking to the Local Budget Law. Municipalities are permitted to appropriate available "CAP Bank" in either of the next two (2) succeeding years' final appropriations. Along with the permitted increases for total general appropriations there are certain items that are allowed to increase outside the "CAP".

Additionally, P.L. 2010, c.44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number of adjustments. The exclusions from the limit include increases required to be raised for capital expenditures, including debt service, increases in pension contributions in excess of two percent (2%), certain increases in health care costs in excess of two percent (2%), and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above two percent (2%) not otherwise permitted under the law by an affirmative vote in excess of fifty percent (50%).

The Division has advised that counties and municipalities must comply with both the budget Cap Law and the tax levy limitation. Neither the tax levy limitation nor the Cap Law, however, limits the obligation of the City to levy ad valorem taxes upon all taxable property within the boundaries of the City to pay debt service on bonds and notes.

Deferral of Current Expenses

Supplemental appropriations made after the adoption of the budget and determination of the tax rate may be authorized by the governing body of a local unit, including the City, but only to meet unforeseen circumstances, to protect or promote public health, safety, morals or welfare, or to provide temporary housing or public assistance prior to the next succeeding fiscal year. However, with certain exceptions described below, such appropriations must be
included in full as a deferred charge in the following year's budget. Any emergency appropriation must be declared by resolution according to the definition provided in N.J.S.A. 40A:4-48, and approved by at least two-thirds of the full membership of the governing body and shall be filed with the Director. If such emergency appropriations exceed three percent (3%) of the adopted operating budget, consent of the Director is required. N.J.S.A. 40A:4-49.

The exceptions are certain enumerated quasi-capital projects ("special emergencies") such as (i) the repair and reconstruction of streets, roads or bridges damaged by snow, ice, frost, or floods, which may be amortized over three (3) years, and (ii) the repair and reconstruction of streets, roads, bridges or other public property damaged by flood or hurricane, where such expense was unforeseen at the time of budget adoption, the repair and reconstruction of private property damaged by flood or hurricane, tax map preparation, reevaluation programs, revision and codification of ordinances, master plan preparations, drainage map preparation for flood control purposes, studies and planning associated with the construction and installation of sanitary sewers, authorized expenses of a consolidated commission, contractually required severance liabilities resulting from the layoff or retirement of employees and the preparation of sanitary and storm system maps, all of which projects set forth in this section (ii) may be amortized over five (5) years. N.J.S.A. 40A:4-53, -54, -55, -55.1. Emergency appropriations for capital projects may be financed through the adoption of a bond ordinance and amortized over the useful life of the project as described above.

Budget Transfers

Budget transfers provide a degree of flexibility and afford a control mechanism. Pursuant to N.J.S.A. 40A:4-58, transfers between major appropriation accounts are prohibited until the last two (2) months of the municipality's fiscal year. Appropriation reserves may be transferred during the first three (3) months of the current fiscal year to the previous fiscal year's budget. N.J.S.A. 40A:4-59. Both types of transfers require a two-thirds vote of the full membership of the governing body. Although sub-accounts within an appropriation are not subject to the same year-end transfer restriction, they are subject to internal review and approval. Generally, transfers cannot be made from the down payment account, the capital improvement fund, contingent expenses or from other sources as provided in the statute.

Fiscal Year

In 2010, the City changed its fiscal year from a June 30th year end to a December 31st year end. The City adopted a transition year budget for the period July 1, 2010 through December 31, 2010 and introduced a full calendar year budget for the period commencing January 1, 2011 and in each calendar year thereafter.

Budget Process

Primary responsibility for the City's budget process lies with the City Council. As prescribed by the Local Budget Law, adoption should occur by the end of March; however, extensions may be granted by the Division to any local governmental unit. In the first quarter in which the budget formulation is taking place, the City operates under a temporary budget which may not exceed 26.25% of the previous fiscal year's adopted budget. In addition to the temporary budget, the City may approve emergency temporary appropriations for any purpose for which appropriations may lawfully be made.

TAX INFORMATION ON THE CITY

Property valuations (assessments) are determined on true values as arrived at by the cost approach, market data approach and capitalization of net income (where applicable). Current assessments are the result of maintaining new assessments on a “like” basis with established comparable properties for newly assessed or purchased properties resulting in a decline of the assessment ratio to true value to its present level. This method assures equitable treatment to like property owners. Because of the escalation of property resale values, annual adjustments could not keep pace with the rising values.
Upon the filing of certified adopted budgets by the City, the school district and the County, the tax rate is
struck by the County Board of Taxation based on the certified amounts in each of the taxing districts for collection
to fund the budgets. The statutory provisions for the assessment of property, levying of taxes and the collection
thereof are set forth in N.J.S.A. 54:4-1 et seq. Special taxing districts are permitted in New Jersey for various
special services rendered to the properties located within the special district.

For calendar year municipalities, tax bills are generally sent in June of the current fiscal year. Taxes are
payable in four quarterly installments on February 1, May 1, August 1 and November 1. The August and
November tax bills are determined as the full tax levied for municipal, school district or county purposes for the
current municipal fiscal year, less the amount charged as the February and May installments for municipal, school
district or county purposes in the current fiscal year. The amounts due for the February and May installments are
determined as by the municipal governing body as either one-quarter or one-half of the full tax levied for
municipal, school district or county purposes for the preceding fiscal year.

Tax installments not paid on or before the due date are subject to interest penalties of eight percent (8%) on
the first $1,500 of the delinquency and, then eighteen percent (18%) per annum on any amount in excess of
$1,500. A penalty of up to six percent (6%) of the delinquency in excess of $10,000 may be imposed on a
taxpayer who fails to pay that delinquency prior to the end of the tax year in which the taxes become delinquent.
Delinquent taxes open for one year or more are annually included in a tax sale in accordance with State Statutes.
Tax title liens are periodically assigned to the Corporation Counsel (as defined herein) for in rem foreclosures in
order to acquire title to these properties.

The provisions of Chapter 99 of the Laws of New Jersey of 1997 allow a municipality to sell its total
property tax levy to the highest bidder either by public sale with sealed bids or by public auction. The purchaser
shall pay the total property tax levy bid amount in quarterly installments or in one annual installment. Property
taxes will continue to be collected by the municipal tax collector and the purchaser will receive as a credit against
his payment obligation the amount of taxes paid to the tax collector. The purchaser is required to secure his
payment obligation to the municipality by an irrevocable letter of credit or surety bond. The purchaser is entitled
to receive, all delinquent taxes and other municipal charges owing, due and payable upon collection by the tax
collector. The statute sets forth bidding procedures, minimum bidding terms and requires the review and approval
of the sale by the Division.

Tax Appeals

New Jersey Statutes provide a taxpayer with remedial procedures for appealing an assessed valuation that
the taxpayer deems excessive. The taxpayer has a right to file a petition on or before the 1st day of April (1st day of
May in a revaluation year) of the current tax year for its review. The County Board of Taxation and the Tax Court
of New Jersey have the authority after a hearing to increase, decrease or reject the appeal petition. Adjustments by
the County Board of Taxation are usually concluded within the current tax year and reductions are shown as
cancelled or remitted taxes for that year. If the taxpayer believes the decision of the County Board of Taxation to
be incorrect, appeal of the decision may be made to the Tax Court of New Jersey. State tax court appeals tend to
take several years to conclude by settlement or trial and any losses in tax collection from prior years, after an
unsuccessful trial or by settlement, are charged directly to operations.

DEBT INFORMATION ON THE CITY

Debt Statements

The City must report all new authorizations of debt or changes in previously authorized debt to the
Division. The Supplemental Debt Statement, as this report is known, must be submitted to the Division before
final passage of any debt authorization. Before January 31 of each year, the City must file an Annual Debt
Statement with the Division. This report is made under oath and states the authorized, issued and unissued debt of
the City as of the previous December 31. Through the Annual and Supplemental Debt Statements, the Division monitors all local borrowing.

**TAX MATTERS**

**Federal Income Taxes**

The Internal Revenue Code of 1986, as amended (the "Code") imposes certain requirements that must be met at and subsequent to the issuance and delivery of the Bonds and the Tax-Exempt Notes for interest thereon to be and remain excluded from gross income of the owners thereof for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds and the Tax-Exempt Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds and the Notes. The City has covenanted to comply with the provisions of the Code applicable to the Bonds and the Tax-Exempt Notes, and has covenanted not to take any action or permit any action that would cause the interest on the Bonds and the Tax-Exempt Notes to be included in gross income under Section 103 of the Code or cause interest on the Bonds and the Tax-Exempt Notes to be treated as an item of tax preference for purposes of the alternative minimum tax imposed by the Code. Bond Counsel will not independently verify the accuracy of those certifications and representations.

Assuming the City observes its covenants with respect to compliance with the Code, GluckWalrath LLP, Bond Counsel to the City, is of the opinion that, under laws, regulations, rulings and judicial decisions existing on the date of the original delivery of the Bonds and the Tax-Exempt Notes, interest on the Bonds and the Tax-Exempt Notes is excluded from gross income of the owners thereof for federal income tax purposes under Section 103 of the Code. Bond Counsel is further of the opinion that interest on the Bonds and the Tax-Exempt Notes is not treated as a preference item for purposes of the alternative minimum tax imposed by the Code on individuals or corporations but that for taxable years that began before January 1, 2018, interest on the Bonds and the Tax-Exempt Notes will be included in "adjusted current earnings" in computing alternative minimum taxable income for purposes of the alternative minimum tax imposed by the Code on certain corporations. The corporate alternative minimum tax has been repealed for taxable years beginning on or after January 1, 2018. See "Certain Federal Tax Considerations" below.

**Original Issue Premium**

The initial public offering price of certain Bonds may be greater than the stated redemption price thereof at maturity (each a "Premium Bond"). The difference between the initial public offering price for any such Premium Bond and the stated redemption price at maturity is "original issue premium." For federal income tax purposes original issue premium is amortizable periodically over the term of a Premium Bond through reductions in the holder's tax basis for the Premium Bond for determining gain or loss from sale or redemption prior to maturity. Amortizable premium is accounted for as reducing the tax-exempt interest on the Premium Bond rather than creating a deductible expense or loss. Purchasers of the Bonds should consult their tax advisors for an explanation of the accrual rules for original issue premium and any other federal, state or local tax consequences of the purchase of any Premium Bonds.

**Original Issue Discount**

The initial public offering price of certain Bonds may be less than the stated redemption price thereof at maturity (each a "Discount Bond"). The difference between the initial public offering price for any such Discount Bond and the stated redemption price at maturity is "original issue discount." For federal income tax purposes, original issue discount on a Discount Bond accrues to the original holder of the Discount Bond over the period of its maturity based on the constant yield method compounded annually as interest with the same tax exemption and alternative minimum tax status (if applicable) as regular interest. The accrual of original issue discount increases the holder's tax basis in the Discount Bond for determining taxable gain or loss on the maturity, redemption, prior sale or other disposition of a Discount Bond. Purchasers of the Bonds should consult their tax advisors for an explanation of the accrual rules for original issue discount and any other federal, state or local tax consequences of the purchase of any Discount Bonds.
the purchase of Bonds with original issue discount.

Certain Federal Tax Considerations

Ownership of the Bonds and the Tax-Exempt Notes may result in collateral federal tax consequences to certain taxpayers, including, without limitation, financial institutions, S corporations with excess net passive income, property and casualty companies, individual recipients of social security or railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, foreign corporations that may be subject to the foreign branch profits tax, and taxpayers who may be deemed to have incurred indebtedness to purchase or carry the Bonds and the Tax-Exempt Notes. Bond Counsel will express no opinion with respect to these or any other collateral tax consequences of the ownership of the Bonds and the Tax-Exempt Notes. The nature and extent of the tax benefit to a taxpayer of ownership of the Bonds and the Tax-Exempt Notes will generally depend upon the particular nature of such taxpayer or such taxpayer's own particular circumstances, including other items of income or deduction. Accordingly, prospective purchasers of the Bonds and the Tax-Exempt Notes should consult their own tax advisors with respect to these and other collateral federal tax consequences resulting from ownership of the Bonds and the Tax-Exempt Notes.

Bond Counsel is not rendering any opinion on any federal tax matters other than those described under the caption "TAX MATTERS." Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds and the Tax-Exempt Notes, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Backup Withholding

Commencing with interest paid in 2006, interest paid on tax-exempt obligations such as the Bonds and the Tax-Exempt Notes is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. In addition, interest on the Bonds and the Tax-Exempt Notes may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Changes in Law and Post-Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Bonds and the Tax-Exempt Notes for federal or state income tax purposes, and thus on the value or marketability of the Bonds and the Tax-Exempt Notes. This impact could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of Interest on the Bonds and the Tax-Exempt Notes from gross income of the owners thereof for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Bonds and the Tax-Exempt Notes may occur. Prospective purchasers of the Bonds and the Tax-Exempt Notes should consult their own tax advisors regarding such matters.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Bonds and the Tax-Exempt Notes may affect the tax status of interest on the Bonds and the Tax-Exempt Notes. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Bonds and the Tax-Exempt Notes, or the interest thereon, if any action is taken with respect to the Bonds and the Tax-Exempt Notes or the proceeds thereof upon the advice or approval of counsel other than Bond Counsel.
Taxable Notes

The following is a general discussion of certain of the anticipated federal tax consequences of the purchase, ownership and disposition of the Taxable Notes by the original purchasers of the Taxable Notes. Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Taxable Notes. This discussion is based upon the Code, regulations, rulings and decisions now in effect, all of which are subject to change at any time, possibly with retroactive effect, and does not purport to deal with federal income tax consequences applicable to all categories of investors, some of which will be subject to special rules. This discussion assumes that Taxable Notes will be held as "capital assets" under the Code and that the Taxable Notes are owned by U.S. Holders (as defined below). Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Taxable Notes.

As used herein, the term “U.S. Holder” means a beneficial owner of a bond that is for United States federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or any State or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a court within the United States and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

INTEREST ON THE TAXABLE NOTES IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME OF THE OWNERS THEREOF FOR FEDERAL INCOME TAX PURPOSES. The City will report annually (or more frequently if required) to owners of record and to the IRS in respect of interest paid on the Taxable Notes.

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

Generally, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a taxable bond or a taxable note, a holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such holder’s adjusted tax basis in the Taxable Notes.

The City may cause the deposit of moneys or securities in escrow in such amount and manner as to cause the Taxable Notes to be deemed to be no longer outstanding under the Resolution (a "defeasance"). For Federal income tax purposes, such defeasance could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, the character and timing of receipt of payments on the Taxable Notes subsequent to any such defeasance could also be affected.

State Taxes

In the opinion of Bond Counsel, under the laws of the State of New Jersey, as enacted and construed on the date of original delivery of the Bonds and the Notes, interest on the Bonds and the Notes and gain from the sale thereof are excludable from gross income under the New Jersey Gross Income Tax Act.
ALL POTENTIAL PURCHASERS OF THE BONDS AND THE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS IN ORDER TO UNDERSTAND THE IMPLICATIONS OF THE CODE.

LITIGATION

To the knowledge of the City's Corporation Counsel, Peter J. Baker, Esq. (the "Corporation Counsel"), there is no litigation of any nature now pending or threatened, restraining or enjoining the issuance or the delivery of the Bonds and the Notes, or the levy or the collection of taxes to pay the principal of or the interest on the Bonds and the Notes, or in any manner questioning the authority or the proceedings for the issuance of the Bonds and the Notes or for the levy or the collection of taxes to pay the principal of or the interest on the Bonds and the Notes, or contesting the corporate existence or the boundaries of the City or the title of any of the present officers. Moreover, to the knowledge of the Corporation Counsel, except as set forth in Appendix A under the section entitled "Pending Litigation", no litigation is presently pending or threatened that, in the opinion of the Corporation Counsel, would have a material adverse impact on the financial condition of the City if adversely decided. A certificate or opinion to such effect will be executed by the Corporation Counsel and delivered to the Underwriters at the closing.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters incident to the authorization, the issuance, the sale and the delivery of the Bonds and the Notes are subject to the approval of GluckWath LLP, Trenton, New Jersey, Bond Counsel to the City, whose approving legal opinions will be delivered with the Bonds and the Notes substantially in the forms set forth in Appendix C hereto. Certain legal matters will be passed on for the City by its Corporation Counsel.

MUNICIPAL BANKRUPTCY

The undertakings of the City should be considered with reference to 11 U.S.C. § 101 et seq., as amended and supplemented (the "Bankruptcy Code"), and other bankruptcy laws affecting creditors' rights and municipalities in general. The Bankruptcy Code permits the State or any political subdivision, public agency, or instrumentality that is insolvent or unable to meet its debts to commence a voluntary bankruptcy case by filing a petition with a bankruptcy court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of petitioner's creditors; provides that a petition filed under this chapter shall operate as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; grants priority to certain debts owed; and provides that the plan must be accepted in writing by or on behalf of creditors holding at least two-thirds in amount and more than one half in number of the allowed claims of at least one (1) impaired class. The Bankruptcy Code specifically does not limit or impair the power of a state to control by legislation or otherwise, the procedures that a municipality must follow in order to take advantage of the provisions of the Bankruptcy Code.

The Bankruptcy Code provides that special revenue acquired by the debtor after the commencement of the case shall remain subject to any lien resulting from any security agreement entered into by such debtor before the commencement of such bankruptcy case. However, special revenues acquired by the debtor after commencement of the case shall continue to be available to pay debt service secured by those revenues. Furthermore, the Bankruptcy Code provides that a transfer of property of a debtor to or for the benefit of any holder of a bond or note, on account of such bond or note, may not be avoided pursuant to certain preferential transfer provisions set forth in such code.

Reference should also be made to N.J.S.A. 52:27-40 et seq., which provides that a local unit, including the City, has the power to file a petition in bankruptcy with any United States court or court in bankruptcy under the provisions of the Bankruptcy Code, for the purpose of effecting a plan of readjustment of its debts or for the composition of its debts; provided, however, the approval of the Local Finance Board, as successor to the Municipal Finance Commission, must be obtained.
The City has not authorized the filing of a bankruptcy petition. This reference to the Bankruptcy Code or the State statute should not create any implication that the City expects to utilize the benefits of their provisions, or that if utilized, such action would be approved by the Local Finance Board, or that any proposed plan would include a dilution of the source of payment of and security for the Notes, or that the Bankruptcy Code could not be amended after the date hereof.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders and noteholders to provide certain financial information and operating data on the City and to comply with the provisions of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, and as detailed in Continuing Disclosure Certificates (the "Certificates") to be executed on behalf of the City by its Chief Financial Officer, in the forms appearing in Appendix D hereto, such Certificates to be delivered concurrently with the delivery of the Bonds and the Notes. These covenants are being made by the City to assist the purchasers of the Bonds and the Notes in complying with the Rule.

The City has previously failed to file, in a timely manner, its Annual Reports in accordance with the Rule for the calendar year ended December 31, 2013. Generally, the City had previously filed, in a timely manner, the required audited financial statements, but did not timely file all required operating data for the periods referenced above. Additionally, the City had failed to file, in a timely manner, certain material event notices relating to rating changes of the City, the Municipal Qualified Bond Act, the School Qualified Bond Act, the School Bond Reserve Act and various bond insurance companies. Such notices were filed on November 13, 2014. Further, the City recently determined that it inadvertently failed to comply with prior undertakings to provide its Annual Report for the calendar years ended December 31, 2013 and December 31, 2014 with respect to bonds issued by the Jersey City Municipal Utilities Authority (the "JCMUA Undertaking"). However, portions of such Annual Reports were filed with the Municipal Securities Rulemaking Board (the "MSRB") with respect to the City's bonds. The City has since corrected this oversight by linking the required Annual Reports to the JCMUA Undertaking. The City has implemented certain procedures to file its Annual Reports on a more consistent and timely basis in future years. The City's implementation of procedures to file its Annual Reports also includes the continued utilization of Digital Assurance Certification, LLC (DAC) to assist with the City's disclosure requirements.

LEGALITY FOR INVESTMENT

The State and all public officers, municipalities, counties, political subdivisions and public bodies, and agencies thereof, all banks, bankers, trust companies, savings and loan associations, savings banks and institutions, building and loan associations, investment companies, and other persons carrying on banking business, all insurance companies, and all executors, administrators, guardians, trustees, and other fiduciaries may legally invest any sinking funds, moneys or other funds belonging to them or within their control in any bonds or notes of the City, including the Notes, and such Notes are authorized security for any and all public deposits.

MUNICIPAL ADVISOR

NW Financial Group, LLC, Hoboken, New Jersey has served as Municipal Advisor to the City with respect to the issuance of the Notes (the "Municipal Advisor"). The Municipal Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement and the Appendices hereto. The Municipal Advisor is an independent firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.
UNDERWRITING

The Bonds are being purchased by ______________ (the "Bonds Underwriter") at an aggregate price of $___________. The Bonds are being reoffered to the public at a price of $___________. The Bonds Underwriter is obligated to purchase all of the Bonds if any Bonds are purchased.

The Tax-Exempt Notes are being purchased by ______________ (the "Tax-Exempt Notes Underwriter") at an aggregate price of $___________. The Tax-Exempt Notes are being reoffered to the public at a price of $___________. The Tax-Exempt Notes Underwriter is obligated to purchase all of the Tax-Exempt Notes if any Tax-Exempt Notes are purchased.

The Taxable Notes are being purchased by ______________ (the "Taxable Notes Underwriter", and together with the Bonds Underwriter and the Tax-Exempt Underwriter, the "Underwriters"), at an aggregate price of $___________. The Taxable Notes are being reoffered to the public at a price of $___________. The Taxable Notes Underwriter is obligated to purchase all of the Taxable Notes if any Taxable Notes are purchased.

The initial public offering yields of the Bonds and the Notes set forth on the cover and the inside cover page may be changed without notice by the Underwriters. The Underwriters may offer and sell the Bonds and the Notes to certain dealers (including dealers depositing the Bonds and the Notes into investment trusts, certain of which may be sponsored or managed by the Underwriters) and others at yields higher than the offering yields set forth on the inside cover page hereof.

RATINGS

The City has requested that the Bonds and the Notes be rated by and has furnished information to Moody’s Investors Service, Inc. ("Moody’s") including information that may not be included in this Official Statement. Moody’s has assigned a rating of "__" to the Bonds and "__" to the Notes.

An explanation of the significance of such ratings may be obtained only from Moody’s. The ratings reflect only the views of Moody’s. Generally, rating agencies base their ratings upon information and materials provided to them and upon investigations, studies and assumptions by the particular rating agency. There can be no assurance that the rating will be maintained for any given period of time or that the rating may not be lowered or withdrawn entirely, if in the judgment of Moody’s, circumstances so warrant. Such action, any downward change in, or withdrawal of such rating, may have an adverse effect on the market price of the Notes. The City has not undertaken any responsibility after the issuance of the Bonds and the Notes to assure maintenance of the rating or to oppose any such revision or withdrawal.

CLOSING CERTIFICATES

Upon the delivery of the Bonds and the Notes, the Underwriters will be furnished with the following items: (i) Certificates executed by the Business Administrator and the Chief Financial Officer of the City (or officers otherwise titled serving in equivalent capacities) to the effect that as of the date of this Official Statement and at all times subsequent thereto, up to and including the time of the delivery of the Bonds and the Notes, as applicable, this Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading, and further stating that there has been no adverse material change in the financial condition of the City since the date of this Official Statement to the date of issuance of the Bonds and the Notes, as appropriate, and having attached thereto a copy of this Official Statement, (ii) Certificates signed by an officer of the City evidencing payment for the Bonds and the Notes, (iii) Certificates signed by the Mayor, Business Administrator, Chief Financial Officer and City Clerk evidencing the due execution of the Bonds and the Notes, including statements that (a) no litigation of any nature is pending or, to the knowledge of the signers, threatened, restraining or enjoining the issuance and delivery of the Bonds and the Notes, or the levy and collection of taxes to
pay the principal of and interest thereon, nor in any manner questioning the proceedings and authority under which the Bonds and the Notes were authorized or affecting the validity of the Bonds and the Notes thereunder, (b) neither the corporate existence or boundaries of the City nor the title of the signers to their respective offices is being contested, and (c) no authority or proceedings for the issuance of the Bonds and the Notes have been repealed, revoked or rescinded, and (iv) the Continuing Disclosure Certificate executed by the Chief Financial Officer.

PREPARATION OF OFFICIAL STATEMENT

The firm of Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, Certified Public Accountants and Registered Municipal Accountants, assisted in the preparation of information contained in this Official Statement, and takes responsibility for the financial statements to the extent specified in the Independent Auditors' Report.

All information has been obtained from sources which Donohue, Gironda, Doria & Tomkins, LLC, considers to be reliable but it makes no warranty, guarantee or other representation with respect to the accuracy and completeness of such information.

NW Financial Group, LLC has not participated in the preparation of the financial or statistical information in this Official Statement, nor has it verified the accuracy, completeness or fairness thereof and, accordingly, expresses no opinion with respect thereto.

GluckWalrath LLP has not participated in the preparation of the financial or statistical information in this Official Statement, nor has it verified the accuracy, completeness or fairness thereof and, accordingly, expresses no opinion with respect thereto.

FINANCIAL STATEMENTS

The comparative balance sheets - regulatory basis of the various funds of the City as of and for the years ended December 31, 2017 and 2016, and the related comparative statement of operations and changes in fund balance - regulatory basis, statement of revenues - regulatory basis and statement of appropriations - regulatory basis, of the Current Fund, and the related statement of changes in Fund Balance - regulatory basis, of the General Capital Fund, for the years then ended, together with the related Notes to the Financial Statements for the years then ended, are presented in Appendix B to the Official Statement. The financial statements referred to above have been audited by Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, independent auditor, as stated in its report appearing in Appendix B.

ADDITIONAL INFORMATION

Inquiries regarding this Official Statement, including requests for information additional to that contained herein, may be directed to Donna L. Mauer, CMFO, Chief Financial Officer, City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, (201) 547-5042.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or holders of any of the Bonds and the Notes. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there have been no changes in the affairs in the City since the date thereof. The information contained in this Official Statement is not guaranteed as to accuracy or completeness.
This Official Statement has been duly approved, executed and delivered by the City.

THE CITY OF JERSEY CITY

By:/s/__________________________
   Brian Platt, Business Administrator

By:/s/__________________________
   Donna L. Mauer, Chief Financial Officer

Dated: ____________, 2018
APPENDIX A

CERTAIN INFORMATION REGARDING THE CITY OF JERSEY CITY
THE CITY OF JERSEY CITY

The legislative power of the City of Jersey City (the "City") is vested in the Municipal Council (the "Council"), which is composed of nine members, six of whom are elected from the City's six wards and three of whom are elected at large. The Council meets regularly and operates in accordance with the Optional Municipal Form of Government, Section 40:69A-1 et seq., of the New Jersey statutes. The Council members serve four-year terms beginning on the first day of January following their election. Their current term commenced on January 1, 2018. The members of the Council, their titles and the date they first took (or will take) office are shown on the following table:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date In Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rolando R. Lavarro</td>
<td>Council President</td>
<td>November 14, 2011</td>
</tr>
<tr>
<td>Daniel Rivera</td>
<td>Councilman-at-Large</td>
<td>July 1, 2013</td>
</tr>
<tr>
<td>Joyce Waterman</td>
<td>Councilwoman-at-Large</td>
<td>July 1, 2013</td>
</tr>
<tr>
<td>Denise Ridley</td>
<td>Ward A Councilwoman</td>
<td>January 1, 2018</td>
</tr>
<tr>
<td>Mira Prinz-Avery</td>
<td>Ward B Councilwoman</td>
<td>January 1, 2018</td>
</tr>
<tr>
<td>Richard Boggiano</td>
<td>Ward C Councilman</td>
<td>July 1, 2013</td>
</tr>
<tr>
<td>Michael Yun</td>
<td>Ward D Councilman</td>
<td>July 1, 2013</td>
</tr>
<tr>
<td>James Solomon</td>
<td>Ward E Councilman</td>
<td>January 1, 2018</td>
</tr>
<tr>
<td>Jermaine Robinson</td>
<td>Ward F Councilwoman</td>
<td>January 21, 2017</td>
</tr>
</tbody>
</table>

The executive power of the City is exercised by the Mayor, who is responsible for administering the charter and ordinances and general laws of the City. The Mayor is responsible for preparing and administering the City's annual expense and capital budgets. The Mayor supervises all of the departments in the City and reports annually to the Council and the public the results of the previous year's operations. The Mayor has the power to approve ordinances adopted by the Council or to return them to the Council with a statement of his objections. A vote by two-thirds of the members of the Council may override the Mayor's veto. The Mayor may attend meetings of the Council and may take part in discussions. The Mayor has no vote in the proceedings of the Council except to fill a vacancy in the Council, in which case he may cast the deciding vote. The Mayor appoints the Business Administrator and the Directors of nine City departments with the advice and consent of the Council. In the event that the Mayor is unable to fulfill his responsibilities under the applicable provisions of the New Jersey Statutes and the Jersey City Charter, the Council is required to appoint a Mayor to serve until the next election. There are no term limits for the office of Mayor or for any Council member.

Administration

Following are biographical sketches of the City officials with responsibility for financial management:

STEVEN M. FULOP, Mayor

Steven Michael Fulop, a democrat, is the 49th and current Mayor of Jersey City, New Jersey. He is the youngest mayor in the country of a city with a population larger than 250,000. Mayor Fulop was elected Mayor on May 14, 2013, defeating a three term incumbent mayor and the political establishment. Prior to serving as Mayor, Steven Fulop served as the Ward E Councilman of the City for eight years. Mayor Fulop was re-elected for a second four-year term on November 7, 2017.

A first generation American, Mayor Fulop grew up in an immigrant family in Edison, New Jersey. His father owned a delicatessen in Newark, where Mayor Fulop often worked. His mother, the daughter of Holocaust survivors, worked in an immigration services office helping others gain citizenship.

Mayor Fulop graduated from Binghamton University in 1999, and in 2006 completed both his Masters in Business Administration at the New York University Stern School of Business and his Masters in Public Administration at Columbia University School of International and Public Affairs (SIPA). While attending Binghamton University, he spent time abroad studying at Oxford University in England.
Upon graduating from college, Mayor Fulop joined Goldman Sachs. After working in financial services for several years and seeing first hand the effects of the September 11 attacks, he decided to put his career at Goldman Sachs on hold and join the United States Marine Corps. Shortly after completion of Marine Corps boot camp on January 14, 2003, Mayor Fulop was deployed to Iraq, where he served as part of the 6th Engineer Support Battalion. He and his unit were recipients of numerous awards and recognition for service including the Overseas Service Ribbon, Meritorious Marks, and the Presidential Unit Citation.

Currently, Mayor Fulop is a trustee of the Liberty Science Center, and previously served on the Board of Directors for the Columbia University Alumni Association and the board for the Learning Community Charter School. He is an avid tri-athlete completing the 2012 NY Ironman Championship in less than 12 hours.

BRIAN PLATT, Business Administrator

Brian Platt was appointed Business Administrator on March 30, 2018. Prior to assuming this role, Brian was Jersey City’s Chief Innovation Officer and helped form the City’s first Office of Innovation in 2015. The office uses a data driven, collaborative approach to solve the City’s most complex challenges.

Brian previously worked as an analyst for McKinsey & Company and as a kindergarten teacher with Teach For America. He completed his Masters in Public Administration at Columbia University in 2016 and was included on the 2017 “Traeger List” as one of the top 100 local government leaders in the United States.

PETER J. BAKER, ESQ., Corporation Counsel

Peter J. Baker was formally appointed Corporation Counsel for the City of Jersey City on April 16, 2018. Mr. Baker heads the Department of Law, which represents the City in all legal matters and advises the Mayor and City Council on policy initiatives.

Mr. Baker is a 2000 graduate of Franklin & Marshall College, where he received a Bachelor of Arts degree in English. He received his Juris Doctor degree from Temple University’s Beasley School of Law in Philadelphia in 2006. While attending Temple Law, Mr. Baker received the Law Faculty Scholarship, worked as an instructor and teaching assistant in the school’s Trial Advocacy program.

Upon graduating law school, Mr. Baker served as law clerk to the Honorable Lois Lipton, J.S.C., in the Superior Court of New Jersey, Bergen Vicinage, Criminal Division. After completing his clerkship, he joined the law firm of Sisselman & Schwartz, LLC, in Roseland, New Jersey, where he worked as a civil litigator. In 2013, he joined the Hudson County Prosecutor’s Office as an Assistant Prosecutor until 2016, when he joined New Jersey’s Office of the Attorney General, Division of Criminal Justice, as a Deputy Attorney General in the Public Corruption Bureau.

ANNISIA CIALONE, Director of Housing, Economic Development and Commerce

Annisia R. Cialone, PP, AICP, LEED AP, joined the City administration in February of 2017 as the Director of City Planning. She currently represents the City as a member of the New Jersey State League of Municipalities’ Land Use Sub-Committee. Prior to joining public service, Annisia practiced urban design and planning with an expertise in the management and design of large-scale urban design and strategic master planning projects for both public and private clients. She holds a Bachelor of Architecture (B. Arch) from The Cooper Union for the Advancement of Science and Art and a Master of Architecture in Urban Design (MAUD) from Harvard University’s Graduate School of Design. Ms. Cialone was appointed Director of Housing, Economic Development, and Commerce on August 10, 2018.

DONNA L. MAUER, Chief Financial Officer

Donna Mauer holds a B.S. in Business Administration from New Jersey City University and a Masters of Public Administration from Fairleigh Dickinson University. She started employment with the Department of
Finance of the City in 1987. Since that time, she held various positions, including Assistant Budget Officer. On December 14, 2005, Ms. Mauer was appointed Chief Financial Officer and reappointed on December 17, 2008 and acquired tenure in the position on January 1, 2009.

City Employees

As of December 31, 2017, the City had 3,021 employees. The following table shows a breakdown of the City's employees over the past five years:

<table>
<thead>
<tr>
<th></th>
<th>Permanent</th>
<th>Temporary</th>
<th>Grants/Enterprise Fund</th>
<th>Water Utility</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>2,835</td>
<td>71</td>
<td>109</td>
<td>6</td>
<td>3,021</td>
</tr>
<tr>
<td>December 31, 2016</td>
<td>2,793</td>
<td>50</td>
<td>36</td>
<td>4</td>
<td>2,923</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>2,581</td>
<td>76</td>
<td>67</td>
<td>5</td>
<td>2,729</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>2,392</td>
<td>70</td>
<td>34</td>
<td>6</td>
<td>2,502</td>
</tr>
<tr>
<td>December 31, 2013</td>
<td>2,381</td>
<td>68</td>
<td>55</td>
<td>6</td>
<td>2,510</td>
</tr>
</tbody>
</table>

(1) Total does not include Seasonal Employees

Approximately 2,256 of the City's employees are represented by one of 9 different bargaining units. The New Jersey Public Employee Relations Act, as amended, specifies a negotiation and advisory fact finding process (civilian unions) or interest arbitration (uniformed service unions) in the event of a negotiations impasse. The major public employee unions of the City are set forth below with a description of each:

LOCAL 1064 represent approximately one hundred fifty six (156) fire officers in the rank of Captain, Battalion Chief and Deputy Chief. A new four (4) year collective bargaining agreement was reached for the period January 1, 2017 to December 31, 2020. The basic financial terms were as follows: January 1, 2017 – 1.5%, January 1, 2018 – 1.5%, January 1, 2019, 1.5%, January 1, 2020 – 1.95%.

LOCAL 1066 represent approximately four hundred and two (402) fire fighters. A new collective bargaining agreement was reached. The basic financial terms were January 1, 2016 – 1.95%, January 1, 2017 – 1.5%, April 1, 2018 – 1.5%; June 1, 2019 – 1.5%.

THE POLICE SUPERIOR OFFICERS’ ASSOCIATION represents approximately one hundred forty seven (147) Superior Officers in the rank of Sergeant, Lieutenant, Captain and Inspector. A new four (4) year collective bargaining agreement was reached for the period January 1, 2017 to December 31, 2020. The basic financial terms were as follows: January 2017 – 1.5%, January 2018 – 1.5%; January 2019 – 1.5%, January 2020 – 1.1%.

THE POLICE OFFICERS’ BENEVOLENT ASSOCIATION represents approximately seven hundred and forty-one (741) Police Officers and Detectives below the rank of Sergeant. A new four (4) year collective bargaining agreement was awarded based on an Interest Arbitration award for the period of January 1, 2017 to December 31, 2020. The basic financial terms were as follows (There were no across the board salary increases provided, except as noted herein): January 2017 – all eligible step and longevity increases to be paid; January 2018 – no salary step movement or longevity increases. Officers at top step receive a $750 increase as added to the top step; January 2019 – all officers eligible for step increases move one step on the salary schedule and all longevity increases shall be paid; January 2020 – No salary step movement or longevity increases. Officers at top step receive a $850 as added to the top step. The contract also included flat amounts for longevity pay (in lieu of percentage of salary) for new hires for 1/1/17. There were also significant reductions in benefit/comp time and sick leave for additional cost savings. Although the full board of PERC affirmed the arbitrator’s decision in this matter, the POBA has appealed this matter to the Appellate Division, where it is still currently pending.
JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION represented all regularly employed non-supervisory school traffic guards. The members of this bargaining unit are now represented by Jersey City Public Employees, Local 245 as per a PERC decision dated 7/30/18.

JERSEY CITY SUPERVISORS' ASSOCIATION represents approximately eighty-five (85) civilian Supervisors holding titles above the rank of “foreman”, but below the level of Division Head. A four year contract was ratified by the City Council in 2015. The agreement calls for the following salary increases: effective January 2015 - $1,125, January 2016 - $1,400, January 2017 - $1,800, January 2018 - $1,850.

JERSEY CITY PUBLIC EMPLOYEES, LOCAL 245, represents approximately one hundred thirty seven (137) foremen and their subordinates, in the Department of Public Works and the Department of Recreation. Also, approximately two hundred (200) non-supervisory school traffic guards. A four year contract was ratified by the City Council in 2015. The agreement calls for the following salary increases: effective January 2015 - $1,125, January 2016 - $1,125, January 2017 - $1,400 and January 2018 - $1,500.

LOCAL 641 (TEAMSTERS), this union joined the City on April 1, 2016, under a prior agreement with the Jersey City Incinerator Authority (“JCIA”). They represent employees under designated titles within the Department of Public Works. Currently, they represent 68 active employees. Their most recent contract 4/1/2016 to 12/31/2018 yields 2016 (.50 increase on hourly rate negotiated by former JCIA); 2017 $0.00; 2018 $0.00.

JERSEY CITY PUBLIC EMPLOYEES, LOCAL 246, represents approximately four hundred eighty (480) employees who are subordinate to Supervisors in the Mayor's Office, the Department of Administration, the Department of Human Resources, the Department of Law, the Department of Health and Human Services, and the Department of Housing, Economic Development and Commerce, the Office of the City Clerk, the Office of the Tax Assessor, and the Department of Public Safety (non-uniformed). A four year deal has been agreed to as follows: January 2015 - $1,125, January 2016 - $1,125, January 2017 - $1,400 and January 2018 - $1,500.

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68-68A-68B, AFL-CIO represents four (4) employees holding titles of boiler operators or chief engineer. A new four year contract was ratified by the City Council in May 2018. The agreement calls for the following salary increases: effective January 1, 2016 - $1,450; January 1, 2017 - $1,450; January 1, 2018 - $1,800; January 1, 2019 - $1,850. Several changes were also made to health benefits to align with other union contract changes which will result in further cost savings to the City.

The Jersey City Public Schools

The public school system of the City, the second largest school district in the State, served a total enrollment of approximately 27,330 students for school fiscal year 2017-18. The system employs professional and non-professional personnel, including teacher's aides. The student population is provided with a comprehensive school program including college preparatory programs, vocational training and special education classes housed in regular elementary and secondary schools. In school fiscal year 2017-18, the school district has 4,583 full-time employees. The school system currently includes 25 elementary schools, four middle schools, eight high schools, one regional day, one adult education school and 40 childcare sites.

Since October 1989, the school system has been operated by the State of New Jersey pursuant to the New Jersey Public School Education Act of 1975, as amended, N.J.S.A. 18A:7A-1 et seq. The Commissioner of Education appointed a State Superintendent to manage the district.

The State-operated school district enabling legislation, N.J.S.A. 18A:7A-34 et seq., makes provision for the City to provide moneys to the State-operated school district for the payment of operating expenditures. Chapter 139 of the Pamphlet Laws of 1991 provided a mechanism similar to the pre-existing one for the authorization and issuance of school promissory notes and school serial bonds by the City secured by the power and authority of the City to levy ad valorem real property taxes. The Capital Project Control Board of the City's Public Schools has the authority to review and recommend the necessity for capital projects proposed by the Superintendent. Following the adoption of a resolution by the Capital Project Control Board, the Municipal Council of the City shall consider a School bond ordinance. The State, by the takeover of the school system in the City, has not affected, modified or
impaired the authority or the obligation of the City for the levy and collection of sufficient real property taxes to pay
the interest and principal on outstanding school debt.

Related Authorities and Functions

Sewer services are provided to the City through the Jersey City Municipal Utilities Authority (the
"JCMUA") and solid waste disposal is provided by the JCIA. On December 10, 1997, the Jersey City Sewerage
Authority was reorganized to form the JCMUA. On January 15, 1998, the City and the JCMUA executed a
Franchise and Service Agreement pursuant to which the JCMUA assumed operation of the City's Water Utility until
January 31, 2008. In May 2003, the City and the JCMUA executed an amended and restated franchise and service
agreement pursuant to which the JCMUA's obligations to operate the City's Water Utility was extended through
March 31, 2028. See “Jersey City Municipal Utilities Authority” and “The Jersey City Incinerator Authority” under
“CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations” herein.

City Budget Requirements - General

State law imposes specific budgetary procedures upon local government units such as the City. Pursuant to
the Local Budget Law, the City is required to have an operating budget, which provides for sufficient cash
collections to pay all debt service and operating costs during the fiscal year and, in addition, provide for any
statutory and mandatory payments, such as pension and insurance costs, required to be made during the fiscal year.

The City's operating budget must be in the form required by the Division of Local Government Services in
the Department of Community Affairs, State of New Jersey (the “Division”). Items of revenue and appropriation
are statutorily regulated and must be certified by the Director of the Division (the “Director”) prior to final adoption
of the budget by the Council. The Director is required to review the adequacy of such appropriations for
certification. The Director has no authority over individual operating appropriations, unless a specific amount is
required by law, but the review, which focuses on anticipated revenues, is intended to insure revenues are sufficient
to pay expenses.

The Business Administrator and Budget Director prepare the Municipal Budget of the City for the Mayor.
During the month of November, all department heads are required to submit requests for appropriations for the next
budget year and appear before the Business Administrator, the Budget Director and the Council at public hearings to
explain their departmental requests. The Mayor then submits his recommended budget to the Council. The Council
may reduce any item or items in the budget by a majority vote but may increase any item or items only upon an
affirmative vote of two-thirds of the members of the Council. After the budget is introduced, it may be approved on
first reading by majority vote of the Council. After the Council approves the budget, it is submitted to the Director
for approval and advertised. A public hearing Is held. Upon completion of the public hearing, the budget is adopted
by the Council and submitted to the Division for certification.

The City has transitioned from a State fiscal year to a calendar fiscal year. Under State law, the City is
required to have a budget adopted by March 20, although the Director, with the approval of the Local Finance
Board, may extend this date and the Municipal Council may adopt the budget within ten days after the Director shall
have certified his approval thereof pursuant to N.J.S.A. 40A:4-5.1. For Calendar Year 2015, the budget was
introduced on March 11, 2015 and adopted on July 28, 2015. For Calendar Year 2016, the budget was introduced on
February 24, 2016 and adopted on July 20, 2016. For Calendar Year 2017, the budget was introduced on March
22, 2017 and adopted on July 10, 2017. For Calendar Year 2018, the budget was introduced on March 14, 2018 and
adopted on July 18, 2018.

Prior to formal budget adoption, the City uses a temporary operating budget to guide expenditures. Temporary
appropriations may be made pursuant to N.J.S.A. 40A:4-19.1 and, in addition, emergency temporary
appropriations may be made pursuant to N.J.S.A. 40A:4-20. The City's budget for the first quarter of its calendar
year (January 1 through March 31) is equal to one-fourth of the annual budget for the preceding calendar year. If a
budget for a calendar year is not adopted by March 31, the City establishes periodic temporary budgets.

The monitoring of the budget is a continuous process, and encompasses financial controls in the areas of
encumbrance of obligations and public contracts law. Under State law, expenditures cannot be made unless there is
a certification as to availability of funds from the operating or capital budget. The budget is utilized throughout the
operating year as a management tool and policy instrument representing the City's plan of action for the provision of
services. Expenditures are monitored throughout the year and, two months before the end of the fiscal year, the budget may be amended to transfer expenditures from one line item to another. Emergency appropriations may be made to the extent revenues are insufficient to pay expenditures, with the amounts so appropriated raised in the succeeding fiscal year.

No local unit in New Jersey is permitted to issue long-term bonds for the payment of current expenses or to pay outstanding obligations (except for the refunding or repayment of successful real property tax appeals and certain statutorily authorized non-recurring expenses, which requires the approval of the Local Finance Board). Like other New Jersey municipalities, the City makes a major portion of its expenditures early in each year while receipts are heaviest late in the year. The City has managed this cash flow imbalance through temporary transfers from its capital and grant accounts, and restoring these funds by year end with the tax and State aid revenues received. A local unit may issue tax anticipation notes for the payment of current expenses under the Local Budget Law. The City has not issued tax anticipation notes since April 1991.

Public School Budgeting Process

Under the provisions of the New Jersey Public Education Act of 1975, as amended, the Superintendent of a State-operated school district, after preparation of and hearing on a proposed budget, is required to fix and determine the amount of money necessary to be appropriated for the school year and is required to certify the amounts to be raised by taxes. The City may appeal to the Commissioner of Education the amount determined necessary. The Commissioner, upon receipt of such appeal and completion of the hearing process, shall determine the amount necessary for the district to provide a thorough and efficient educational program including the implementation of the plan to correct deficiencies. The City may apply to the Director of the Division for a determination that the local share of revenues needed to support the district's budget results in an unreasonable tax burden. Based upon this review, the Director certifies the amount of revenues, which can be raised locally to support the budget of the State-operated district. Any difference between the amount which the Director certifies and the total amount of local revenues required by the budget approved by the Commissioner is paid by the State in the fiscal year in which the expenditures are made, subject to the availability of appropriations. The State supplemented the City's school tax revenues with $20,000,000 for the Fiscal Year 1999. Since Fiscal Year 2000, the State has not supplemented the City's school tax revenues.

Limitation on Expenditures

Section 40A:4.45.3 of the Local Budget Law, commonly known as the "Cap Law," as enacted provided that a municipality shall limit any increase in its operating budget to five percent or the calculated Index Rate, whichever is less, over the previous year's final appropriations, subject to certain exceptions. The Local Finance Board has the authority, under Section 40A:4.45.3 of the Local Budget Law, to grant additional exceptions to the Cap Law under certain circumstances. The Index Rate is defined as the annual percentage increase in the Implicit Price Deflator for State and Local Government Purchasers of Goods and Services produced by the United States Department of Commerce as announced by the Director. Municipalities may elect, upon adoption of an ordinance, to approve an increase in appropriations that is greater than the Index Rate, not to exceed five percent, when the Index Rate is less than five percent. Major exceptions not subject to the spending limitation include: capital expenditures and debt service; State and Federal appropriations; expenditures mandated as a consequence of certain public emergencies; certain expenditures mandated by law; cash deficits of the preceding year approved by the Local Finance Board; amounts required to be paid pursuant to any contract with respect to use, services or provision of any project, facility or public improvement for water, sewer, solid waste, parking, senior citizen housing or similar purpose, or payments on account of debt service therefor or lease payments as made with respect to a facility owned by a county improvement authority where such lease payments are a necessity to amortize debt of the authority; amounts expended to meet the standards established by the New Jersey Public Employees' Occupational Safety and Health Act; amounts appropriated for expenditures resulting from impact of a hazardous waste facility; any expenditure mandated as a result of a natural disaster, civil disturbance or other emergency that is specifically authorized pursuant to a declaration of an emergency by the President of the United States or by the Governor; expenditures for the cost of services mandated by any order of court, statute or administrative rule issued by a State agency which has identified such cost as mandated expenditures on certification to the Local Finance Board by the State agency; and amounts reserved for uncollected taxes. The "Cap Law" does not limit the obligation of the City to levy ad valorem taxes upon all taxable real property within the City to pay debt service.
On June 21, 2004, the Legislature enacted amendments to the “Cap Law”, under which municipalities are required to limit any increase in its operating budget to 2.5% or the “cost-of-living adjustment” (formerly known as the “Index Rate”), whichever is less, over the previous year’s final appropriations, subject to certain exceptions. Municipalities are permitted to elect, upon adoption of an ordinance, to approve an increase in appropriations that is greater than the cost-of-living adjustment, not to exceed 3.5%, when the cost-of-living adjustment is less than or equal to 2.5%. However, the amendment eliminates the existing option to exceed the current 5% increase, but not to exceed the Index Rate, when the Index Rate is greater than 5%. The amendment also eliminates certain of the exceptions to the spending limitation, including: amounts expended to meet the standards established by the New Jersey Public Employees’ Occupational Safety and Health Act; amounts appropriated for expenditures resulting from the impact of a hazardous waste facility; amounts appropriated for the cost of administering a joint insurance fund; amounts appropriated for the cost of implementing an estimated tax billing system and the issuance of tax bills thereunder; and amounts expended to pay the salaries of police officers hired under the federal “Community Oriented Policing Services” program. The amendment also requires Local Finance Board approval to utilize existing exceptions for: expenditures of amounts actually realized in the local budget year from the sale of municipal assets; and expenditures related to the cost of conducting and implementing a total property tax levy sale. The exception for amounts expended for the staffing and operation of the municipal court was replaced with an exception for newly authorized operating appropriations for the municipal court or violations bureau when approved by the vicinage Presiding Judge of the Municipal Court after consultation with the mayor and governing body of the municipality.

The "Cap Law" is subject to frequent amendment by the Legislature. See "CITY REVENUES - Property Tax Reform" below.

Additionally, legislation constituting P.L. 2010, c. 44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number of adjustments. The exclusions from the limit include increases required for capital expenditures, including debt service, increases in pension contributions in excess of 2%, certain increases in health care over 2%, and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above 2% not otherwise permitted under the law by an affirmative vote in excess of 50%.

The Division has advised that counties and municipalities must comply with both budget "CAP" and the tax levy limitation. Neither the tax levy limitation nor the "CAP" law, however, limits the obligation of the City to levy ad valorem taxes upon all taxable property within the boundaries of the City to pay debt service on bonds and notes.

In accordance with the Local Budget Law, each local unit must adopt and may from time to time amend rules and regulations for capital budgets, which rules and regulations must require a statement of capital undertakings underway or projected for a period not greater than over the next ensuing six years as a general improvement program. The capital budget, when adopted, does not constitute the approval or appropriation of funds, but sets forth a plan of the possible capital expenditures, which the local unit may contemplate over the next six years. Expenditures for capital purposes may be made either by ordinances adopted by the governing body setting forth the items and the method of financing or from the annual operating budget if the terms were detailed.
Anticipation of Real Estate Taxes

With regard to current taxes, Section 40A:4-41 of the Local Budget Law provides that “receipts from the collection of taxes levied or to be levied in the municipality, or in the case of a county for general county purposes and payable in the fiscal year shall be anticipated in an amount which is not in excess of the percentage of taxes levied and payable during the next preceding fiscal year which was received in cash by the last day of the preceding fiscal year.”

This provision requires that the City establish a non-spending appropriation reserve for uncollected taxes in the current year as a percentage of the current levy equal to the percent uncollected of the prior year’s levy. This additional amount must be added to the tax levy required in order to balance the budget.

Section 40A:4-29 of the Local Budget Law sets limits on the anticipation of delinquent tax collections: “The maximum which may be anticipated is the sum produced by the multiplication of the amount of delinquent taxes unpaid and owing to the local unit on the first day of the current fiscal year by the percentage of collection of delinquent taxes for the year immediately preceding the current fiscal year.”

The City school district and the County receive 100% of their tax levies, which are collected and paid to them by the City. As a result of the structure of the State’s system of taxation, the City, along with other similarly situated municipalities, bears the full burden of the uncollected taxes.

Anticipation of Miscellaneous Revenues

Section 40A:4-26 of the Local Budget Law provides: “No miscellaneous revenues from any source shall be included as an anticipated revenue in the budget in an amount in excess of the amount actually realized in cash from the same source during the next preceding fiscal year, unless the Director shall determine upon application by the governing body that the facts clearly warrant the expectation that such excess amount will actually be realized in cash during the fiscal year and shall certify such determination, in writing, to the local unit.”

Deferral of Current Expenses

Supplemental emergency appropriations may be authorized by the governing body of the City after the adoption of the budget and determination of the tax rate. However, with minor exceptions, such appropriations must be included in full in the following year’s budget. Under Sections 40A:4-48 and 40A:4-49 of the Local Budget Law, any emergency appropriation must be declared by resolution according to the definition provided in Section 40A:4-46 of the Local Budget Law, approved by at least two-thirds of the governing body and must also be approved by the Director if all emergency appropriations made during the year exceed 3% of the total current and utility operating appropriations in the budget for that year.

Protection of Municipal Funds and Investment Policy

The City complies with the State statutory and regulatory requirements for the deposit and investment of public monies. The City on a daily basis deposits cash receipts in institutions located in New Jersey which are approved by the State and are insured by the Federal Deposit Insurance Corporation or by other agencies of the United States (although the amount of the City’s deposit may exceed the insurance coverage limits) or in the State of New Jersey Cash Management Fund. The Cash Management Fund, which was established in 1977, is a short-term investment pool for the State and its cities, towns and school districts. The investments held by the Cash Management Fund must have average maturities not exceeding one year. The types of investments are regulated by the State Investment Council. The regulations allow investment in repurchase agreements with the purchased securities held by a custodian. The regulations also permit reverse repurchase agreements; however, the proceeds are invested in the Cash Management Fund.

In addition to making deposits with the above described financial institutions, pursuant to N.J.S.A.40A:5-15.1, the City is permitted to purchase the following types of securities as investments:

1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (Treasury Bills, notes and bonds).
2) U.S. Government money market funds.

3) Any obligation that a Federal agency or a Federal instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependant on any index or other external factor.

4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located.

5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by The Department of Treasury, Division of Investments.

6) Local government investment pools, such as New Jersey Class, and the New Jersey Arbitrage Rebate Management Program.

7) Deposits with the State of New Jersey Cash Management Fund.

8) Repurchase agreements of fully collateralized securities, if:
   a) The underlying securities are permitted investments pursuant to N.J.S.A. 40A: 5-15.1;
   b) The custody of the collateral is transferred to a third party;
   c) The maturity of the agreement is not more than 30 days;
   d) The underlying securities are purchased through banks approved by the Department of Banking and Insurance under the Government Unit Depository Projection Act ("GUDPA").
   e) A master repurchase agreement providing for the custody and security of the collateral is executed.

Compliance with the State statutes may not assure that the City's investments will have the liquidity, security or adequate deposit insurance to protect the City against all losses. For example, the relevant deposit statute, N.J.S.A.17:9-44, only requires public depository banks to maintain collateral for deposits of public funds exceeding insurance limits ($100,000) generally equal to five percent of the average daily balance of public funds. Additionally, the State has the power to require that all banks holding public funds contribute amounts sufficient to reimburse an eligible municipality if any bank holding public funds becomes insolvent. However, it is unclear how quickly other state-qualified depositories could act to reimburse an exposed municipality through the State supervised program which may result in limited liquidity and a shortage of cash for the City and other municipalities in the State. Furthermore, it is currently unclear whether the State of New Jersey Cash Management Fund could maintain sufficient liquidity during a period of economic stress if many municipalities including the City sought the immediate return of cash.

CITY INDEBTEDNESS AND DEBT LIMITS

State law regulates the issuance of debt by local government units. No local unit is permitted to issue bonds for the payment of current expenses or to pay outstanding obligations, except for, among certain other limited purposes, refunding purposes with the approval of the Local Finance Board. Like other New Jersey municipalities, the City makes a major portion of expenditures early in each year while receipts are heaviest late in the year. Historically, the City has managed this cash flow imbalance through temporary transfers from its capital and grant accounts and restores these funds with the tax and State aid revenues received by year-end. The City also has options, which it may exercise to reduce, defer or fund appropriations remaining at the end of a fiscal year for which insufficient cash is available. The Local Budget Law empowers the City to issue, but limits the amount of, tax anticipation notes ("TANs") that may be issued and requires the repayment of such notes within four months of the end of the fiscal year in which issued. The City has not issued TANs since April 1, 1991.

Debt Limits

State statutes set forth debt limits for counties and municipalities. The City's net debt is limited by the Local Bond Law to an amount equal to 3.50% of its average equalized valuation basis. The average equalized valuation basis of the City is set by statute as the average for the last three preceding years of the sum total of (a) the
aggregate equalized valuation of real property together with improvements and (b) the assessed valuation of Class II railroad property within its boundaries as annually determined by the State Board of Taxation. See “CITY REVENUES – Equalization Rate and Tax Collection Rates” herein for a discussion of the City’s assessed valuations. The debt limit pursuant to Title 18A of the New Jersey Statutes for the City school district, a Type I district of the first class, is 8% of such average valuation basis. Certain categories of debt are permitted by statute to be deducted for purposes of computing the statutory debt limit. Pursuant to law, the City has deducted the amount of authorized school debt.

Exception to Debt Limit - Extensions of Credit

The debt limit of the City may be exceeded only with the approval of the Local Finance Board. If all or any part of a proposed debt authorization would exceed its debt limit, the City must apply to the Local Finance Board for an extension of credit. An extension of credit may be granted based on a formula tied to the annual retirement of principal or need to protect the health, welfare or safety of the residents in a municipality. The Local Finance Board considers the request, concentrating its review on the effect of the proposed authorization on outstanding obligations. If the Local Finance Board determines pursuant to statute and regulation that a proposed debt authorization would materially impair the ability of the City to meet its obligations or to provide essential services, approval is denied.

In calendar years ending December 31, 2014, December 31, 2015, December 31, 2016 and December 31, 2017, total debt as a percentage of the equalized value of the City was 2.59%, 2.26%, 2.04% and 1.655%, respectively.

State law permits the City school district acting through the Municipal Council to authorize debt in excess of its individual debt limit. It does so by using the borrowing capacity of the City for school purposes after the school debt margin has been exhausted. The Local Finance Board is involved only if the proposed debt authorization exceeds the debt limit of both the City and the City school district.

Exception to Debt Limit - Real Property Tax Appeal Refunding Notes

The City revalued the real property located in the City in 1988. See “CITY REVENUES – Equalization Rate and Tax Collection Rates”. After the revaluation, the number of tax appeals increased substantially. In order to file a tax appeal, a property owner must first pay the taxes that are owed. If the appeal is successful, the taxes are then refunded to the owner. The refund may occur in a fiscal year subsequent to the fiscal year in which the owner paid the taxes. Because of the magnitude of the tax appeals and the amount that was required to be refunded, the Local Finance Board and the Municipal Council have allowed the City to issue tax refunding obligations to finance the tax refunds. The tax refunding obligations issued to date are one-year notes, renewable annually for five to seven years after their date of issuance, with the amortization schedule approved by the Local Finance Board. As of December 31, 2015, $2,738,740 principal amount of real property tax appeal refunding notes were outstanding. As of December 31, 2016 principal amount was fully paid and none were outstanding.

Debt Statements

The City must report all new authorizations of debt or changes in previously authorized debt to the Division through the filing of Supplemental and Annual Debt Statements. The Supplemental Debt Statement must be submitted to the Division before final passage of any debt authorization. Before the end of the first month of each fiscal year, the City must file an Annual Debt Statement as of the last day of the preceding fiscal year with the Division. Through the Annual and Supplemental Debt Statements, the Division monitors all local borrowing.

In calculating the debt limit, the City is allowed to deduct certain types of debt. Deductions from gross debt are allowed for school purposes of an amount equal to 8% of average equalized valuations and for any additional State School Building Aid Bonds authorized (P.L. 1968, c. 177, as amended P.L. 1971, c. 19, as amended and P.L. 1978, c. 74). The deduction from municipal gross debt includes bonds issued and bonds authorized but not issued to meet cash grants-in-aid for a housing authority, redevelopment agency or municipality acting as its local redevelopment entity (Section 40A:12A-37(d) of the Local Redevelopment and Housing Law) and funds in hand (including proceeds of bonds held to pay other bonds).
The following table sets forth the amount of debt that the City has outstanding, authorized but not yet issued as well as deductions for each purpose (school, municipal and water) and the amount of debt that the City has authorized for each purpose but has not yet incurred. In addition, the table sets forth the amount of debt that has been issued by public bodies but that the City is or may be responsible for paying. See “Other City-Related Indebtedness”. The table then sets forth the amount of the debt that, pursuant to State law, is excluded from the calculation of the debt limitations imposed on the City. Such deductions include debt for school purposes (a portion of which are subject to their own debt limitation), debt for the water utility because it operates on a self-liquidating basis, refunding debt, debt issued in anticipation of grants and bonds issued by public entities (even though the City may be responsible for all or a portion of the debt service on such debt). As shown in the table, although the City's gross debt as of December 31, 2017 was $659,331,188, only $417,807,408 of that debt is included for purposes of calculating the debt limitation on the City.

The table also shows the statutory net debt as a percentage of the average equalized value of property in the City (the average calculated for the past three years). See “CITY REVENUES - Real Estate Tax” herein. In addition to the debt detailed on this table, since 1990 the City has issued real property tax appeal refunding notes in each year. Prior to February 3, 2003, such real property tax appeal refunding notes were not included in the City's debt statements. After that date, newly authorized real property tax appeal refunding notes are included in gross debt, but are deducted in calculating net debt. See “Exception to Debt Limit—Real Property Tax Appeal Refunding Notes” herein.
Annual Debt Statement
As of December 31, 2017

Gross Debt:
School Purposes:
  Issued and Outstanding:
    Bonds .............................................................. $20,830,000
    Authorized But Not Issued .................................. 1,587,258
    Total School .................................................. $22,417,258

Municipal Purposes:
  Issued and Outstanding:
    Bonds .............................................................. 422,066,000
    Notes ............................................................... 24,901,000
    Green Trust Loan .............................................. 950,779
    Authorized But Not Issued .................................. 27,749,629
    Total Municipal .............................................. 475,667,408

Issued by Public Bodies Guaranteed by the Municipality:
  Jersey City Municipal Utilities Authority ................. 152,246,522

Total Gross Debt .............................................. $650,331,188

Statutory Deductions:
  For School Purposes - Statutory 8% ......................... 22,417,258
  For Jersey City Municipal Utilities Authority - Water .... 21,150,000
  For ERI Pension Refunding .................................. 36,710,000
  For Bonds Issued by Public Bodies
    Guaranteed by the Municipality ......................... 152,246,522

  Total Statutory Deductions ................................ 232,523,780

Statutory Net Debt ............................................ $417,807,408
Statutory Net Debt Percentage ................................ 1.655%

Source: Derived from the Annual Debt Statement of the City for Calendar Year, 2017
The following table summarizes the information included in the preceding table, and shows, among other things, the gross debt outstanding for each purpose, the amount of such debt allowed under State law to be excluded from the calculation of the debt limitation and the statutory net debt.

### Statutory Debt as of December 31, 2017

<table>
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<tr>
<th>Purpose</th>
<th>Gross Debt</th>
<th>Deductions</th>
<th>Net Debt</th>
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<tr>
<td>School Purposes</td>
<td>$22,417,258</td>
<td>$22,417,258</td>
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<td>Municipal Purposes</td>
<td>475,667,408</td>
<td>57,860,000</td>
<td>417,807,408</td>
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<tr>
<td>Other Public Bodies Guaranteed by City</td>
<td>152,246,522</td>
<td>152,246,522</td>
<td>-0-</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$650,331,188</strong></td>
<td><strong>$232,523,780</strong></td>
<td><strong>$417,807,408</strong></td>
</tr>
</tbody>
</table>

- **Average Equalized Valuation of Real Property (Yrs. 2015-2017):** $25,242,322,640
- **Statutory Net Debt:** 1.655%
- **Debt Limitation Per N.J.S.A. 40A:2-6 (Municipalities – 3.50% of Three Year Average Equalized Valuation):** 883,481,292
- **Total Net Debt:** 417,807,408
- **Remaining Net Debt Capacity:** $465,673,884

*Source: Derived from the Annual Debt Statement of the City for Calendar Year 2017*

The table below outlines the total debt of the City and sets forth the amount that the debt represents per capita for the last five years.

<table>
<thead>
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</thead>
<tbody>
<tr>
<td><strong>Gross Debt</strong> (1)</td>
<td>$650,331,188</td>
<td>$749,388,145</td>
<td>$775,072,097</td>
<td>$844,917,507</td>
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<td><strong>Net Debt Statutory</strong> (2)</td>
<td>417,870,408</td>
<td>455,704,061</td>
<td>450,883,637</td>
<td>482,163,575</td>
<td>475,739,968</td>
</tr>
<tr>
<td><strong>Population</strong> (3)</td>
<td>247,597</td>
<td>247,597</td>
<td>247,597</td>
<td>247,597</td>
<td>247,597</td>
</tr>
<tr>
<td><strong>Gross Debt per Capita</strong></td>
<td>2,628</td>
<td>3,027</td>
<td>3,130</td>
<td>3,412</td>
<td>3,442</td>
</tr>
<tr>
<td><strong>Net Debt per Capita</strong></td>
<td>1,688</td>
<td>1,841</td>
<td>1,821</td>
<td>1,947</td>
<td>1,921</td>
</tr>
<tr>
<td><strong>Net Debt - Statutory Percentages</strong></td>
<td>1.655%</td>
<td>2.04%</td>
<td>2.26%</td>
<td>2.59%</td>
<td>2.60%</td>
</tr>
</tbody>
</table>

*1(2) The figures representing Gross Debt and Net Debt Statutory are derived from the Annual Debt Statements of the City.
(3) Source: U.S. Department of Commerce, Bureau of the Census.*
The following table lists the total bonded debt of the City for the last five years.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bonds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General</td>
<td>$400,916,000</td>
<td>$440,203,000</td>
<td>$437,405,950</td>
<td>$468,125,950</td>
<td>$460,262,950</td>
</tr>
<tr>
<td>School</td>
<td>20,830,000</td>
<td>27,155,000</td>
<td>39,510,000</td>
<td>47,130,000</td>
<td>55,220,000</td>
</tr>
<tr>
<td>Water</td>
<td>21,150,000</td>
<td>25,590,000</td>
<td>28,645,000</td>
<td>31,130,000</td>
<td>34,450,000</td>
</tr>
<tr>
<td>Other</td>
<td>152,246,522</td>
<td>199,455,227</td>
<td>199,163,381</td>
<td>208,862,507</td>
<td>206,156,132</td>
</tr>
<tr>
<td><strong>Total Outstanding Bonds</strong></td>
<td>595,142,522</td>
<td>692,403,227</td>
<td>704,724,331</td>
<td>755,298,457</td>
<td>756,089,082</td>
</tr>
<tr>
<td><strong>Notes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General</td>
<td>24,901,000</td>
<td>26,898,194</td>
<td>40,602,842</td>
<td>33,297,813</td>
<td>39,436,000</td>
</tr>
<tr>
<td>School</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Water</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Other (Loan)</td>
<td>950,779</td>
<td>1,056,008</td>
<td>1,159,954</td>
<td>1,622,571</td>
<td>2,083,185</td>
</tr>
<tr>
<td><strong>Total Outstanding Notes</strong></td>
<td>25,851,779</td>
<td>27,954,202</td>
<td>41,762,796</td>
<td>34,920,384</td>
<td>41,519,185</td>
</tr>
<tr>
<td><strong>Total Bonds and Notes Issued and Outstanding</strong></td>
<td>620,994,301</td>
<td>720,357,429</td>
<td>746,487,127</td>
<td>790,218,841</td>
<td>797,608,269</td>
</tr>
<tr>
<td><strong>Bonds and Notes Authorized but Not Issued</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General</td>
<td>27,749,629</td>
<td>25,911,859</td>
<td>14,228,631</td>
<td>27,015,111</td>
<td>27,014,831</td>
</tr>
<tr>
<td>School</td>
<td>1,587,258</td>
<td>1,587,258</td>
<td>4,265,245</td>
<td>6,216,026</td>
<td>6,216,027</td>
</tr>
<tr>
<td>Water</td>
<td>0</td>
<td>1,531,599</td>
<td>10,091,004</td>
<td>21,467,528</td>
<td>21,467,528</td>
</tr>
<tr>
<td>Other</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td><strong>Total Bonds and Notes Authorized But Not Issued</strong></td>
<td>29,336,887</td>
<td>29,030,716</td>
<td>28,584,880</td>
<td>54,698,665</td>
<td>54,698,386</td>
</tr>
<tr>
<td><strong>Total Issued and Outstanding, and Authorized But Not Issued</strong></td>
<td>$650,331,188</td>
<td>$749,388,145</td>
<td>$775,072,007</td>
<td>$844,917,506</td>
<td>$852,306,655</td>
</tr>
</tbody>
</table>

Source: Derived from the Annual Debt Statements of the City.
Included in the debt shown on this table are tax appeal refunding notes of the City outstanding for the 5 year period. The following table sets forth the amount of tax appeal refunding notes that were issued and outstanding in each of the four years preceding such date.

### Real Property Tax Appeal Refunding Notes Outstanding

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount Issued</th>
<th>Balance end of year</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>December 31, 2016</td>
<td>-0-</td>
<td>2,738,740</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>-0-</td>
<td>6,917,870</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>-0-</td>
<td>11,097,000</td>
</tr>
<tr>
<td>December 31, 2013</td>
<td>-0-</td>
<td></td>
</tr>
</tbody>
</table>

Source: Derived from the Calendar Year 2011-2016 Audited Financial Statements of the City and unaudited Calendar Year 2017 Annual Financial Statement.

The table below sets forth the total overlapping debt of the City for the last five years. The County of Hudson (the “County”) debt overlap was 35.55% in 2017, 34.28% in 2016, 33.84% in 2015, 32.42% in 2014, and 31.54% in 2013. The overlap for all other debt was 100%. The City's percentage of overlap for County debt is determined by the State based on (i) the assessed value of Class II Railroad Property in the City and (ii) the true value of real property in the City. The sum of these two figures is used to calculate a percentage of the sum of the assessed value of Class II Railroad Property in the County, plus the true value of real property in the County. Overlapping debt is debt for which the City is not required to levy taxes.

### Schedule of Overlapping Debt (1)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jersey City Municipal Utilities Authority(2)</td>
<td>$152,246,522</td>
<td>$199,455,227</td>
<td>$199,163,381</td>
<td>$208,862,507</td>
<td>$206,156,132</td>
</tr>
<tr>
<td>Hudson County(3)</td>
<td>309,294,655(4)</td>
<td>337,512,996(5)</td>
<td>420,990,123(6)</td>
<td>352,730,118(7)</td>
<td>346,822,019(8)</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$461,541,177</td>
<td>$536,968,223</td>
<td>$620,153,504</td>
<td>$561,592,625</td>
<td>$552,978,151</td>
</tr>
</tbody>
</table>

Source: Derived from the Annual Debt Statements of the County and City.

1. The outstanding debt of the Hudson County Utilities Authority, the Rockaway Valley Regional Sewerage Authority and the Hudson County Improvement Authority are not included (see further discussion herein).
2. The Jersey City Sewerage Authority was reorganized as the Jersey City Municipal Utilities Authority on January 15, 1998.
3. Hudson County reports on a calendar year ending December 31.
4. This figure represents 35.55% of the total County Gross Debt of $869,929,296.
5. This figure represents 34.28% of the total County Gross Debt of $984,703,577.
6. This figure represents 33.84% of the total County Gross Debt of $1,244,155,190.
7. This figure represents 32.42% of the total County Gross Debt of $1,088,024,659.
8. This figure represents 31.54% of the total County Gross Debt of $1,599,534,929.
The table below lists the principal and interest repayment schedule on all outstanding bonds of the City from 2018 through 2040.

### Combined Principal and Interest Repayment Schedule

**Outstanding Bonds of the City**

**As of December 31, 2017**

<table>
<thead>
<tr>
<th>CALENDAR YEAR</th>
<th>COMBINED TOTAL</th>
<th>GENERAL</th>
<th>PENSION</th>
<th>WATER</th>
<th>SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$73,296,840</td>
<td>$53,668,057</td>
<td>$7,233,435</td>
<td>$5,250,243</td>
<td>$5,561,763</td>
</tr>
<tr>
<td>2019</td>
<td>$73,157,100</td>
<td>$58,544,985</td>
<td>$3,880,375</td>
<td>$3,880,940</td>
<td>$5,256,763</td>
</tr>
<tr>
<td>2020</td>
<td>$76,782,940</td>
<td>$64,349,812</td>
<td>$4,021,257</td>
<td>$3,953,011</td>
<td>$2,869,646</td>
</tr>
<tr>
<td>2021</td>
<td>$71,247,663</td>
<td>$60,964,114</td>
<td>$4,166,738</td>
<td>$3,427,963</td>
<td>$2,788,848</td>
</tr>
<tr>
<td>2022</td>
<td>$45,427,173</td>
<td>$37,898,854</td>
<td>$4,354,641</td>
<td>$1,985,527</td>
<td>$1,188,150</td>
</tr>
<tr>
<td>2023</td>
<td>$37,420,749</td>
<td>$30,806,135</td>
<td>$4,610,161</td>
<td>$794,903</td>
<td>$1,189,550</td>
</tr>
<tr>
<td>2024</td>
<td>$30,164,117</td>
<td>$24,103,464</td>
<td>$4,077,966</td>
<td>$798,238</td>
<td>$1,184,450</td>
</tr>
<tr>
<td>2025</td>
<td>$25,011,663</td>
<td>$21,863,200</td>
<td>$1,498,789</td>
<td>$467,249</td>
<td>$1,182,425</td>
</tr>
<tr>
<td>2026</td>
<td>$22,979,672</td>
<td>$19,723,453</td>
<td>$1,608,334</td>
<td>$465,085</td>
<td>$1,182,800</td>
</tr>
<tr>
<td>2027</td>
<td>$22,980,619</td>
<td>$19,611,790</td>
<td>$1,728,871</td>
<td>$462,559</td>
<td>$1,177,440</td>
</tr>
<tr>
<td>2028</td>
<td>$16,456,429</td>
<td>$14,132,877</td>
<td>$1,859,306</td>
<td>$464,245</td>
<td>-</td>
</tr>
<tr>
<td>2029</td>
<td>$16,453,639</td>
<td>$13,985,472</td>
<td>$1,993,685</td>
<td>$474,482</td>
<td>-</td>
</tr>
<tr>
<td>2030</td>
<td>$11,640,859</td>
<td>$8,435,170</td>
<td>$2,136,052</td>
<td>$469,638</td>
<td>-</td>
</tr>
<tr>
<td>2031</td>
<td>$11,085,113</td>
<td>$8,323,381</td>
<td>$2,283,315</td>
<td>$474,418</td>
<td>-</td>
</tr>
<tr>
<td>2032</td>
<td>$11,106,145</td>
<td>$8,192,454</td>
<td>$2,445,246</td>
<td>$468,446</td>
<td>-</td>
</tr>
<tr>
<td>2033</td>
<td>$11,152,524</td>
<td>$8,065,946</td>
<td>$2,614,479</td>
<td>$472,099</td>
<td>-</td>
</tr>
<tr>
<td>2034</td>
<td>$7,580,449</td>
<td>$7,580,449</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2035</td>
<td>$7,443,599</td>
<td>$7,443,599</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2036</td>
<td>$7,222,680</td>
<td>$7,222,680</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2037</td>
<td>$6,557,338</td>
<td>$6,557,338</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2038</td>
<td>$6,423,825</td>
<td>$6,423,825</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2039</td>
<td>$6,288,563</td>
<td>$6,288,563</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2040</td>
<td>$6,130,500</td>
<td>$6,130,500</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$603,510,198</strong></td>
<td><strong>$503,318,117</strong></td>
<td><strong>$50,534,647</strong></td>
<td><strong>$23,509,045</strong></td>
<td><strong>$23,581,795</strong></td>
</tr>
</tbody>
</table>

In addition to the debt service requirements on outstanding bonds, the City also pays debt service on notes. Notes generally mature within one year from their date of issuance. Notes, other than tax appeal refunding notes, may be renewed three times without principal payments and must then be amortized over a ten-year period (unless refunded by bonds). The debt service payable on notes depends on the interest rate established upon the renewal of the notes. For Calendar Year 2013 the amount was $5,543,710, for Calendar Year 2014 the amount was $5,634,563, for Calendar Year 2015 the amount was $5,108,063 and for Calendar Year 2016 the amount was $6,928,999. For Calendar Year 2017, the City budgeted $2,619,270 for debt service on the notes and for Calendar year 2018 the City Budgeted $1,997,200.

### Other City-Related Obligations

**Rockaway Valley Regional Sewerage Authority.** In compliance with a court decree, the City entered into an agreement, dated July 30, 1971, with the Rockaway Valley Regional Sewerage Authority ("RVRSA"), whereby the City agreed to share in the operating costs of the RVRSA which provides sewerage treatment services in the vicinity of the City’s watershed properties. In 2013, 2014 and 2015, the JCMUA contributed $2,730,857. In 2016 and 2017, the JCMUA contributed $3,429,757 and $2,858,130, respectively.

Under the same agreement, the City is also required to pay a share of the capital and operating cost of construction of an advanced treatment sewerage facility, which the RVRSA has designed. Under the current plans, the cost of construction is estimated to be $60,000,000, less any federal funds, the amount of which is presently
uncertain. Based upon the design capacity, the City will be responsible for 37 1/2% of the excess cost of financing construction over available federal funds. The amount of the City's contribution for the new facility is a portion of the City's share of the operating costs outlined in the immediately preceding paragraph. The RVRSA has permanently financed substantially all of the non-grant share of project costs with the sale of long-term tax-exempt bonds.

**Jersey City Incinerator Authority.** On October 14, 2015, the City adopted an ordinance dissolving the JCIA and assigning its powers to City departments. The JCIA was officially dissolved April 1, 2016. The City has merged all of the responsibilities of the JCIA, included but not limited to the collection and disposal of all residential and municipal solid waste for the City, mechanical and manual street sweeping, cleaning of City owned lots, roll-off container service, recycling, demolition, snow plowing, salting and snow removal into the City Department of Public Works without interruption of services. As the JCIA annual budget was approximately 95% funded by City appropriations, the dissolution has not had any material impact on the financial strength of the City.

**Jersey City Municipal Utilities Authority.** The JCMUA, formerly the Jersey City Sewerage Authority, is responsible for the construction and operation of two pumping stations, at which sewage collected from the City and portions of the City of Union City is pumped to the secondary sewage treatment plant of the Passaic Valley Sewerage Commissioners (“PVSC”) at Newark, New Jersey. The JCMUA formerly operated primary sewage treatment plants at the sites of the pumping stations. The Passaic Valley Connection Project, consisting of the pumping stations and connecting sewer lines, was commenced in 1985 and completed in 1989, using certain federal and state grants and funds of the JCMUA, for which the JCMUA issued its bonds. The City of Bayonne and the Town of Kearny each, separately, sought and obtained permission to hook up their own sewage transmission lines to a portion of the JCMUA’s lines, and have agreed to share the costs of the common portions used by them.

The indebtedness of the JCMUA as of December 31, 2017 was $152,246,522. The JCMUA imposes user charges on all sewer users in its service area, at the rate of $5.64 per 100 cubic feet of water consumption. The JCMUA imposes user charges on all water users in its service area, at the rate of $4.14 per 100 cubic feet of water consumption. From its user charge revenues, the JCMUA is required to pay its debt service costs and operating costs of the pumping stations and collector system. The JCMUA also pays, from user charges, operating charges of PVSC which are the obligation of the City.

Pursuant to a Sewer Service Contract between the City and the JCMUA, dated as of December 1, 1985 (the “Sewer Service Agreement”), the City is obligated to pay to the JCMUA any amounts by which the JCMUA’s sewer operating expenses and amounts required to be paid or set aside under the JCMUA’s bond resolution for its sewer bonds exceed the JCMUA’s revenues from user charges. The JCMUA is obligated to increase user charges in future years to make up any such deficiency, and to pay back sums advanced by the City under the Service Contract. No payments by the City have been required since the execution of the Sewer Service Contract.

The Municipal Council adopted an ordinance on December 10, 1997 to reorganize the Sewerage Authority as the JCMUA. The JCMUA and the City initially entered into a water services franchise and service agreement on April 1, 1998 (the “Initial Water Franchise Agreement”) pursuant to which a) the JCMUA obtained a franchise from the City to operate the City’s Water System for a ten year period which was to terminate on March 31, 2008 and b) the City agreed to provide security for the holders of the obligations of the JCMUA related to the Water System.

The JCMUA and the City agreed in the Amended and Restated Water Services Franchise and Service Agreement dated as of May 1, 2003 (the “2003 Amended Water Franchise Agreement”) to: a) provide for the acquisition by the JCMUA from the City of an extension of the franchise granted under the Initial Water Franchise Agreement, in order to operate the Water System through March 31, 2028 (the “2003 Project”) and b) provide for the City to continue to provide security to the holders of obligations of the JCMUA which are issued for or with respect to the Water System for the extended franchise period.

In September 2005, the City and the JCMUA entered into the 2005 Amended and Restated Water Services Franchise and Service Agreement (the “2005 Amended Agreement” and together with the Initial Franchise Agreement and the 2003 Amended Water Franchise Agreement, the “Water Franchise Agreement”) to reflect a payment schedule for the cost of acquiring the City’s water franchise that more accurately reflects the projected availability of revenues to the JCMUA. Pursuant to the Water Franchise Agreement, the JCMUA has agreed to pay the City certain amounts annually from January 1, 2005 to December 31, 2027 for the rights to such franchise, and the City has agreed to convey such franchise rights to the JCMUA and to provide for the payment annually, if
necessary, of any deficiencies in Water Revenues of the JCMUA in connection with the Water System. As required by the Water Franchise Agreement, the City, by ordinance adopted on September 14, 2005, consented to the JCMUA’s issuance of $17,000,000 Water Revenue Refunding Bonds on December 13, 2005, which are secured by the provisions of the Water Franchise Agreement and the Sewer Service Contract.

The Water Franchise Agreement is subject to the existing private management operating agreement in effect between the City and United Water Resources executed in 1996.

Under the Water Franchise Agreement, the City will continue to authorize indebtedness for necessary water capital improvements and the JCMUA will continue to be responsible to reimburse the City for debt service on this indebtedness. The City will also continue its obligation to make payments of any necessary annual charges or deficiency payments in the event the JCMUA does not collect sufficient revenues in any year to provide for the expenses of operation of the Water System, to maintain required reserves, and to pay annual water related debt service when due. Since 1998, the City has not been required to make any annual payment to the JCMUA under the Water Franchise Agreement. The JCMUA has taken a number of financial measures to assure that it can meet all of its operations, maintenance and debt service obligations, including required payments to the City pursuant to the Water Franchise Agreement. These measures include (i) the provision of necessary improvements from time to time to the water and sewer system, (ii) the amendment of the Water Franchise Agreement in order to reschedule the annual payments to the City to more accurately match the revenues projected to be generated by the JCMUA during the life of the Water Franchise Agreement, which runs through December 31, 2027, (iii) a rate increase of 15% effective July 1, 2005, (iv) the approval by the JCMUA of annual CPI rate increases, and (v) the restructuring of certain outstanding water and sewer system debt of the Authority based upon the projected revenues once the rate increases are in effect and the financial measures implemented.

Jersey City Medical Center. The Jersey City Medical Center is a voluntary not-for-profit hospital independent of the City. Previously, the Medical Center had been a public hospital.

The City contributed $12 million for the construction cost of a new hospital facility in the Liberty Harbor North Redevelopment Area to replace the old Medical Center's buildings. The new building started operation on May 15, 2004.

The County of Hudson

The City is located in the County and, in accordance with the regulations governing financial reporting for New Jersey Municipalities, a pro rata share of certain direct debt of the County is treated as “Overlapping Debt” of the City for financial reporting purposes. See “Schedule of Overlapping Debt” herein.

The County issues its bonds and notes for the financing of capital projects of the County, including County roads, buildings, parks and educational facilities. Major facilities of the County that were financed in recent years include a golf course and administration building. In addition, the County guarantees certain of the debt of the Hudson County Improvement Authority.

The gross debt of the County as of December 31, 2017 was $869,929,296 and its net statutory debt was $495,001,619.

Municipal Qualified Bond Act

In addition to being secured by the pledge of the City's full faith and credit, certain bonds of the City are entitled to the benefits of the Municipal Qualified Bond Act, Title 40A of the New Jersey Statutes, Section 40A:3-1, et seq., as amended (the “Municipal Qualified Bond Act”). Pursuant to the Municipal Qualified Bond Act, a portion of certain State aid allocated to the City, in amounts sufficient to pay debt service on such bonds, is to be withheld by the State Treasurer and forwarded to the paying agent on or before the principal and interest payment dates for such bonds for deposit into accounts established for the purpose of paying debt service on such bonds.

Pursuant to the provisions of the Municipal Qualified Bond Act, the City shall certify to the State Treasurer the name and address of the paying agent, maturity schedule, interest rate or rates and dates of payment of debt service on any Qualified Bonds within ten days after the issuance thereof. After receipt of such certificate, the State Treasurer is required to withhold with respect to such bonds from the amount of business personal property tax

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replacement revenues, gross receipts tax revenues (now known as “energy receipts” tax revenues), municipal purposes tax assistance fund distributions and certain other funds appropriated as State aid payable to the City and not dedicated to a specific purpose by the State (the “municipal qualified revenues”) an amount which will be sufficient to pay debt service on such bonds as it becomes due. Municipal qualified revenues do not include Aid to Distressed Cities.

The Municipal Qualified Bond Act provides that the municipal qualified revenues so withheld and paid or to be paid to and held by the paying agent are deemed to be held in trust and exempt from being levied upon, taken, sequestered or applied toward paying the debts of the City other than the payment of debt service on any such Qualified Bonds of the City issued for municipal purposes (including fiscal year adjustment or pension obligation purposes) or water utility purposes and entitled to the benefits of the Municipal Qualified Bond Act.

The Municipal Qualified Bond Act does not relieve the City of its obligation to include in its annual budget amounts necessary to pay, in each year, the principal of and interest becoming due on any such Qualified Bonds. However, such budgeted amounts may be applied to the payment of operating expenses of the City for the then current year to the extent that appropriated amounts have been withheld from the municipal qualified revenues payable to the City and have been forwarded to the paying agent. Such budgeted amounts must be used to pay debt service becoming due on any such Qualified Bonds of the City issued for municipal purposes (including fiscal year adjustment or pension obligation purposes) or water utility purposes and entitled to the benefits of the Municipal Qualified Bond Act in any year in which sufficient municipal qualified revenues are not appropriated.

The State has covenanted in the Municipal Qualified Bond Act with the holders of bonds entitled to the benefits of such act, that it will not repeal, revoke, rescind, modify or amend the provisions of such act providing for the withholding of municipal qualified revenues and payment of such revenues to the paying agent for such bonds so as to create any lien or charge on or pledge, assignment, diversion, withholding payment or other use of or deduction from such revenues which is prior in time or superior in right to the payment of debt service on such bonds.

The Municipal Qualified Bond Act does not contain a pledge or guarantee that any amounts payable to the Paying Agent will, in fact, be made or continued. Each such annual amount is subject to appropriation by the State Legislature. Moreover, the State is not required to continue to make appropriations of such amounts, nor is the State limited or prohibited from repealing or amending any law heretofore or hereafter enacted for the payment or apportionment of such amounts or in the manner, time or amount thereof. Further, the amount payable to the Paying Agent does not constitute an additional source of revenues available to the City.

The table below shows the qualified revenues, debt service on bonds subject to the Municipal Qualified Bond Act, and coverage ratios for the last five years. State aid is distributed by the State to the City on a “phased aid” schedule.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualified Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consolidated Municipal Property Tax Relief Act:</td>
<td>10,408,207</td>
<td>10,431,997</td>
<td>10,752,945</td>
<td>11,813,525</td>
<td>12,162,006</td>
</tr>
<tr>
<td>Total Qualified Revenues:</td>
<td>$63,844,685</td>
<td>$63,523,737</td>
<td>$63,844,685</td>
<td>$63,844,685</td>
<td>$63,844,685</td>
</tr>
<tr>
<td><strong>Debt Service:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Improvement Bonds:</td>
<td>42,057,299</td>
<td>35,197,742</td>
<td>42,287,805</td>
<td>43,533,669</td>
<td>43,127,075</td>
</tr>
<tr>
<td>Water Bonds:</td>
<td>5,189,955</td>
<td>3,895,054</td>
<td>2,493,569</td>
<td>4,361,300</td>
<td>5,254,995</td>
</tr>
<tr>
<td>Total Debt Service:</td>
<td>$47,247,254</td>
<td>$39,092,796</td>
<td>$45,781,374</td>
<td>$46,894,969</td>
<td>$48,427,070</td>
</tr>
<tr>
<td><strong>Coverage Ratio:</strong></td>
<td>1.387</td>
<td>1.598</td>
<td>1.39</td>
<td>1.36</td>
<td>1.32</td>
</tr>
</tbody>
</table>

Source: Derived from the Calendar Year 2013-2017 Audited Financial Statements of the City

The City has outstanding bonds, notes and loans for municipal purposes which are not entitled to the benefits of the Municipal Qualified Bond Act. The debt service for the calendar year ending December 31, 2017 was $17,009,143 for such bonds, $2,619,270 for notes and $126,228 for such loans. The debt service for the calendar year ending December 31, 2016 was $20,515,134 for such bonds, $6,929,000 for notes and $126,233 for such loans. The debt service for the calendar year ending December 31, 2015 was $6,934,388 for such bonds, $5,108,103 for such notes and $531,945 for such loans. The debt service for the calendar year ending December 31, 2014 was $5,507,931 for such bonds, $5,108,063 for such notes and $531,945 for such loans. The debt service for the calendar year ending December 31, 2013 was $4,781,723 for such bonds, $5,543,710 for such notes, and $527,833 for such loans. The City may also be responsible for the payment of debt service on the bonds issued by certain independent authorities. See "CITY INDEBTEDNESS AND DEBT LIMITS -- Other City-Related Obligations" herein.

Certain outstanding issues of General Improvement Bonds, Pension Obligation Bonds, Water Bonds and FYABs of the City are entitled to the benefits of the Municipal Qualified Bond Act and certain School Bonds of the City are entitled to the benefits of the School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 et seq.

**School Qualified Bond Act**

In addition to being secured by the pledge of the City’s full faith and credit, certain bonds of the City are entitled to the benefits of The School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 et seq., as amended (the “School Qualified Bond Act”). Pursuant to the School Qualified Bond Act, a portion of the amount of State school aid payable to the school district, in amounts sufficient to pay debt service on such bonds, is to be withheld by the State Treasurer and forwarded directly to the paying agent on or before the principal and interest payment dates for such bonds. Those funds are further deposited into accounts established for the purpose of paying debt service on such bonds.

Pursuant to the provisions of The School Qualified Bond Act, the City shall certify to the State Treasurer the name and address of the paying agent, maturity schedule, interest rate or rates and dates of payment of debt service on such bonds within ten days after the issuance thereof. After receipt of such certificate, the State Treasurer is required to withhold with respect to such bonds from the amount of State school aid payable to the school district an amount which will be sufficient to pay debt service on such bonds as it becomes due. For purposes of The School Qualified Bond Act, “State school aid” means funds made available to local school districts pursuant to the Quality Education Act of 1990, N.J.S.A. 18A:7D-4.
The School Qualified Bond Act provides that the State school aid so withheld and paid or to be paid to and held by the paying agent are deemed to be held in trust and exempt from being levied upon, taken, sequestered or applied toward paying the debts of the City other than the payment of debt service on such bonds and other bonds of the City issued for school purposes and entitled to the benefits of the School Qualified Bond Act.

The School Qualified Bond Act does not relieve the City of its obligation to include in its annual budget amounts necessary to pay, in each year, the principal of and interest becoming due on such bonds. However, such budgeted amounts will be forwarded by the City to the school district, to the extent that appropriated amounts have been withheld from the State school aid payable to the school district and have been forwarded to the paying agent. Such budgeted amounts must be used to pay debt service becoming due on such bonds and other bonds of the City issued for school purposes and entitled to the benefits of the School Qualified Bond Act in any year in which sufficient State school aid is not appropriated.

The State has covenanted in The School Qualified Bond Act with the holders of bonds entitled to the benefits of such act, that it will not repeal, revoke, rescind, modify or amend the provisions of such act providing for the withholding of State school aid and payment of such monies to the paying agent for such bonds so as to create any lien or charge on or pledge, assignment, diversion, withholding payment or other use of or deduction from such monies which is prior in time or superior in right to the payment of debt service on such bonds.

The School Qualified Bond Act does not contain a pledge or guarantee that any amounts payable to the Paying Agent will, in fact, be made or continued. Each such annual amount is subject to appropriation by the State Legislature. Moreover, the State is not required to continue to make appropriations of such amounts, nor is the State limited or prohibited from repealing or amending any law heretofore or hereafter enacted for the payment of such amounts or in the manner, time or amount thereof. Further, the amount payable to the paying agent does not constitute an additional source of revenues available to the City.

The table below shows the qualified revenues, debt service on bonds subject to the School Qualified Bond Act, and coverage ratios for the last five years.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified School Revenues:</td>
<td>$475,807,171</td>
<td>$422,092,541</td>
<td>$417,805,515</td>
<td>$417,859,150</td>
<td>$419,644,829</td>
</tr>
<tr>
<td>Total School Debt Service:</td>
<td>7,105,819</td>
<td>13,361,441</td>
<td>9,999,304</td>
<td>10,483,807</td>
<td>12,190,025</td>
</tr>
<tr>
<td>Coverage Ratio:</td>
<td>66.96</td>
<td>31.59</td>
<td>41.78</td>
<td>39.86</td>
<td>34.43</td>
</tr>
</tbody>
</table>

New Jersey School Bond Reserve Act

All school bonds issued are also entitled to the benefits of the provisions of the New Jersey School Bond Reserve Act, P.L. 1980 (N.J.S.A. 18A:56-17 et seq.) (the "School Bond Reserve Act").

In accordance with the School Bond Reserve Act, there is established within the State Fund for the Support of Free Public Schools (the “Fund”) a school bond reserve (the “Reserve”), which is pledged by law to secure payments of principal and interest due on such bonds in the event of the inability of any issuer thereof to make payments. The school bond reserve consists of two accounts, the old school bond reserve account and the new school bond reserve account. The old school bond reserve account is to be funded in an amount equal to 1.5% of the aggregate of such issued and outstanding bonded indebtedness for all counties, municipalities and school districts in the State for school purposes for all such indebtedness issued prior to July 1, 2003. The new school bond reserve account is to be funded in an amount equal to 1% of the aggregate of such issued and outstanding bonded indebtedness for all such indebtedness issued on or after July 1, 2003.

The Fund was established in 1817. The present State Constitution, adopted in 1947, provides that "the Legislature shall only appropriate Fund moneys for Public School purposes." A Constitutional Amendment ratified
in 1958 provides that “the Legislature may also appropriate Fund moneys for the payment of principal or interest on any school related Bonds of counties, municipalities or school districts of the State.”

Trustees of the Fund are charged with making an annual determination of the amount of school bonds outstanding and with adjusting the level of the Reserve accordingly, to the extent that moneys are available in the Fund. The State may, but is not required to, appropriate amounts to be deposited in the Fund. The School Bond Reserve Act provides that moneys received from the sale of lands belonging to the State as of 1980 or formerly lying under water are dedicated to the support of public schools and shall constitute a part of the Fund. In the event that proceeds from the sale of State riparian interests are, in the future, made payable by law to purposes other than the Fund, they may not be applied to such purposes so long as there is a deficit in the Reserve.

The State Constitution also provides that the Fund be “securely invested and perpetual in nature.” The School Bond Reserve Act requires that the Reserve be made up entirely of obligations of, or guaranteed by, the United States Government, at least one third of which must mature within one year of issuance or purchase. Investments in the Fund may include stocks, bonds and other investments prescribed by the State Investment Council Regulations.

Under the School Bond Reserve Act, the old school bond reserve account and the new school bond reserve account respectively, are pledged as security for the prompt payment of principal of and interest on bonds issued by counties, municipalities or school districts for school purposes prior to July 1, 2003 (in the case of the old school bond reserve account) or on or after July 1, 2003 (in the case of the new school bond reserve account), in the event any issuer thereof is unable to make payment. Any issuer which anticipates that it will be unable to make such payment is instructed to certify its inability to the Commissioner of Education and the Director of the Division of Local Finance at least 10 days prior to the date payment is due. If the Commissioner and the Director approve the certification, they then certify the same to the Fund Trustees. On receipt of the certification or other notice, the Trustees are required, within the limits of the Reserve, to purchase such bonds at the face amount or pay such interest when due. The amount which may be applied to any one issuer’s bonds is not limited. The amount of any such payment of interest or purchase price shall be deducted from the appropriation or apportionment of State aid payable to the issuer and shall not obligate the State to make, nor entitle the issuer to receive, any additional appropriation or apportionment. There have not been any required withdrawals from the Reserve since its establishment.

The School Bond Reserve Act does not contain a covenant by the State to refrain from repealing, revoking, rescinding, modifying or amending the provisions of that act.

CITY FINANCIAL INFORMATION

Audit Requirement

State law requires every municipality to have an annual audit of its books and accounts to be completed within six months after the close of its fiscal year. The audit must be conducted by a registered municipal accountant and the audit report must be filed with the municipal clerk and with the Director.

Copies of the Annual Financial Statements are available for inspection during normal business hours at the office of the City Clerk and a copy of the City’s Audited Financial Statements for the Calendar Year ended December 31, 2017.
Accounting Principles and Fund Structure

Accounting Principles.
The City does not prepare its financial statements in accordance with generally accepted accounting principles ("GAAP"). The City prepares its financial statements in accordance with the accounting policies prescribed by the Division, which differ from those prescribed under GAAP. The accounting policies prescribed by the Division are designed primarily for determining compliance with legal provisions and budgetary restrictions and as a means of reporting on the stewardship of public officials with respect to public funds. See "FINANCIAL STATEMENTS OF THE CITY OF JERSEY CITY" in APPENDIX B for a more complete discussion of the City's accounting policies.

Fund Structure.
Under the method of accounting prescribed by the Division, the City accounts for its financial transactions through separate funds which differ from the fund structure required by GAAP. See "FINANCIAL STATEMENTS OF THE CITY OF JERSEY CITY" in APPENDIX B herein for a detailed description of the fund structure utilized by the City.

Basic Financial Statements.
The City presents the financial statements which are required by the Division and which differ from the financial statements required by GAAP. In addition, the Division requires the financial statements to be referenced to the supplementary schedules. This practice differs from GAAP.

Reporting Entity.
The Division requires the financial statements of component units of the City to be reported separately unlike GAAP pursuant to which there are criteria to be used to determine which component units should be included in the financial statements of the oversight entity. Inasmuch as their activities are administered by separate boards, the financial statements of the Jersey City Board of Education, Jersey City Public Library, Jersey City Municipal Utilities Authority, Jersey City Municipal Port Authority and Jersey City Redevelopment Agency are reported separately.

Uniform Chart of Accounts

In an attempt to instill uniformity in financial reporting among the numerous municipal and county entities in New Jersey, the Division of Local Government Services has required the implementation of a Flexible Chart of Accounts ("FCOA") and Other Comprehensive Basis of Accounting — Comprehensive Annual Financial Report ("OCBOA-CAFR") by all New Jersey local and governmental entities. Procedures as to implementation dates are still pending by the State.

An important goal of the FCOA is to enable a comparison of local unit expenditures and revenues. Because municipalities and counties have different approaches to budgeting, common budget activity categories have been developed to facilitate comparison. These categories are necessary to prepare the Comprehensive Annual Financial Report and comply with budget regulations.

In order for each municipality and county to maintain the same minimum number of financial records and classify financial transactions in similar account classification structure, a uniform, flexible chart of accounts is already in place. This standardized chart of accounts, ("FCOA"), facilitates the electronic filing of budgets and other financial documents. The City converted its existing account numbers to that of FCOA and OCBOA-CAFR.

Current Fund – Revenues and Expenditures

The Current Fund is used to account for the revenues and expenditures for governmental operations of a general nature, including debt service on general improvement and school bonds, and tax appeal refunding notes. The fund balance in the Current Fund at the end of each fiscal year is comprised of cash, investments and certain receivables. Under State law, only the amount of Current Fund balance held in cash or quick assets may be included as anticipated surplus in the succeeding fiscal year's budget, unless the Director gives written consent to an exception.
The information presented in the following tables has been derived from the City's Audited Financial Statements for fiscal years ending December 31, 2013, December 31, 2014, December 31, 2015, December 31, 2016 and December 31, 2017. The fund balance does not reflect a cash surplus and the balance consists primarily of receivables. The amount of the fund balance that may be used in the succeeding year's budget consists of receivables which have a high probability of being realized in the succeeding fiscal year and which are permitted by the Director to be included in the succeeding year's budget. The fund balances as of 2013 through 2017, and the amounts included in the budget for each succeeding year are shown below:

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Current Fund Fund Balance</th>
<th>Used in Succeeding Year Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>$56,339,410</td>
<td>$26,557,200</td>
</tr>
<tr>
<td>December 31, 2016</td>
<td>78,920,179</td>
<td>39,954,250</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>50,705,610</td>
<td>20,745,651</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>56,132,966</td>
<td>25,722,750</td>
</tr>
<tr>
<td>December 31, 2013</td>
<td>38,733,517</td>
<td>16,413,000</td>
</tr>
</tbody>
</table>

Source: Derived from the Calendar Year 2013-2017 Audited Financial Statements of the City

The following table summarizes the Current Fund revenues for the last five years with a comparison of budgeted revenues and expenses to actual amounts. The tables on the succeeding pages set forth the City's appropriations for the last five years and show the operations and changes in the Current Fund over the past five years.
<table>
<thead>
<tr>
<th>Fund Balance Utilized</th>
<th>$39,960</th>
<th>$39,960</th>
<th>$20,746</th>
<th>$20,746</th>
<th>$25,723</th>
<th>$25,723</th>
<th>$16,413</th>
<th>$16,413</th>
<th>$16,707</th>
<th>$16,707</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Levy</td>
<td>228,298</td>
<td>228,890</td>
<td>223,276</td>
<td>225,570</td>
<td>219,785</td>
<td>222,266</td>
<td>217,414</td>
<td>232,324</td>
<td>217,731</td>
<td>222,768</td>
</tr>
<tr>
<td>Addition to School Tax Levy</td>
<td>3,916</td>
<td>3,916</td>
<td>7,702</td>
<td>7,702</td>
<td>5,429</td>
<td>5,429</td>
<td>5,774</td>
<td>5,774</td>
<td>6,714</td>
<td>6,714</td>
</tr>
<tr>
<td>Minimum Library Tax</td>
<td>8,566</td>
<td>8,566</td>
<td>7,220</td>
<td>7,220</td>
<td>6,575</td>
<td>6,575</td>
<td>6,190</td>
<td>6,190</td>
<td>5,902</td>
<td>5,902</td>
</tr>
<tr>
<td>Delinquent Taxes</td>
<td>812</td>
<td>2,263</td>
<td>1,160</td>
<td>559</td>
<td>2,100</td>
<td>1,461</td>
<td>851</td>
<td>957</td>
<td>342</td>
<td>1,028</td>
</tr>
<tr>
<td>Miscellaneous Revenue Anticipated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Aid Allowance for Schools</td>
<td>3,190</td>
<td>3,190</td>
<td>5,659</td>
<td>5,926</td>
<td>4,569</td>
<td>4,569</td>
<td>4,709</td>
<td>4,709</td>
<td>5,476</td>
<td>5,476</td>
</tr>
<tr>
<td>Consolidated Municipal Property Tax</td>
<td>10,408</td>
<td>10,408</td>
<td>10,432</td>
<td>10,432</td>
<td>10,753</td>
<td>10,753</td>
<td>11,814</td>
<td>11,814</td>
<td>12,162</td>
<td>12,162</td>
</tr>
<tr>
<td>Relief Aid</td>
<td>219,291</td>
<td>244,254</td>
<td>243,536</td>
<td>270,611</td>
<td>206,920</td>
<td>218,345</td>
<td>199,379</td>
<td>210,750</td>
<td>186,206</td>
<td>208,191</td>
</tr>
<tr>
<td>Energy Receipt Tax</td>
<td>21,000</td>
<td>21,000</td>
<td>20,000</td>
<td>20,000</td>
<td>19,000</td>
<td>19,000</td>
<td>14,500</td>
<td>14,500</td>
<td>13,000</td>
<td>13,000</td>
</tr>
</tbody>
</table>

| Total miscellaneous Revenue Anticipated | 307,325 | 332,288 | 332,719 | 360,111 | 294,334 | 305,759 | 282,433 | 293,804 | 268,527 | 290,512 |

| Unanticipated Revenues (Non Budget)   | $5,883  | $2,760  | $1,185  | $2,013  | $1,699  |

| Total Revenues                        | $588,878 | $621,766 | $603,364 | $553,940 | $568,398 | $529,075 | $545,512 | $515,923 | $545,329 |

Source: Derived from the Calendar Year 2013-2017 Audited Financial Statements of the City

(1) Includes amendments to the budget subsequent to adoption, such as grant awards.
## Appropriations

### Operating Expenses

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Wages</td>
<td>$234,314</td>
<td>$228,897</td>
<td>$216,605</td>
<td>$213,570</td>
<td>$198,098</td>
</tr>
<tr>
<td>Pensions</td>
<td>64,622</td>
<td>56,519</td>
<td>51,059</td>
<td>48,948</td>
<td>51,184</td>
</tr>
<tr>
<td>Health Benefits</td>
<td>94,752</td>
<td>94,500</td>
<td>78,578</td>
<td>75,556</td>
<td>75,014</td>
</tr>
<tr>
<td>Deferred Charges</td>
<td>6,748</td>
<td>8,427</td>
<td>8,983</td>
<td>8,074</td>
<td>22,609</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>122,737</td>
<td>116,896</td>
<td>131,090</td>
<td>116,251</td>
<td>113,279</td>
</tr>
<tr>
<td>Reserve for Uncollected Taxes</td>
<td>4,881</td>
<td>3,847</td>
<td>3,500</td>
<td>1,847</td>
<td>1,528</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$533,054</td>
<td>$509,086</td>
<td>$489,815</td>
<td>$464,246</td>
<td>$461,712</td>
</tr>
<tr>
<td>Capital Debt Service</td>
<td>65,419</td>
<td>62,034</td>
<td>50,321</td>
<td>45,431</td>
<td>51,691</td>
</tr>
<tr>
<td>School Debt Service</td>
<td>7,106</td>
<td>13,361</td>
<td>9,999</td>
<td>10,484</td>
<td>12,190</td>
</tr>
<tr>
<td>Tax Refunds and</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operational Debt Service(^{(1)})</td>
<td>1,583</td>
<td>4,629</td>
<td>11,528</td>
<td>14,295</td>
<td>7,013</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$507,162</strong></td>
<td><strong>$589,110</strong></td>
<td><strong>$561,663</strong></td>
<td><strong>$534,456</strong></td>
<td><strong>$532,605</strong></td>
</tr>
</tbody>
</table>

---

\(^{(1)}\) Represents payments for bonds issued by prior administrations to finance operating deficits and refunds of past property tax over-charges.

Source: Derived from the Calendar Year 2013-2017 Audited Financial Statements of the City.
## Statement of Operations and Changes in Fund Balance in Thousands

### December 31

<table>
<thead>
<tr>
<th></th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue and Other Income Realized:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance Utilized</td>
<td>16,707</td>
<td>290,512</td>
<td>446,620</td>
<td>305,759</td>
<td>39,960</td>
</tr>
<tr>
<td>Miscellaneous Revenue Anticipated</td>
<td>332,288</td>
<td>238,806</td>
<td>472,570</td>
<td>422,048</td>
<td>2,263</td>
</tr>
<tr>
<td>Current Year Taxes</td>
<td>1,028</td>
<td>916</td>
<td>691</td>
<td>454</td>
<td>5,883</td>
</tr>
<tr>
<td>Delinquent Taxes</td>
<td>1,231</td>
<td>1,392</td>
<td>1,711</td>
<td>1,185</td>
<td>2,760</td>
</tr>
<tr>
<td>Non-Budget Revenue</td>
<td>1,392</td>
<td>867,750</td>
<td>796,750</td>
<td>104</td>
<td>4,702</td>
</tr>
<tr>
<td><strong>Total Revenue and Other Income Realized</strong></td>
<td>856,335</td>
<td>578,661</td>
<td>758,661</td>
<td>778,147</td>
<td>3,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Expenditures:</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget and Emergency Appropriations:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appropriations Within &quot;CAP&quot; Operations:</td>
<td>198,098</td>
<td>159,532</td>
<td>153,234</td>
<td>115,548</td>
<td>16,413</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>117,725</td>
<td>102,513</td>
<td>97,853</td>
<td>109,149</td>
<td>103,570</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>48,848</td>
<td>51,059</td>
<td>48,948</td>
<td>48,948</td>
<td>48,948</td>
</tr>
<tr>
<td>Deferred Charges and Statutory</td>
<td>51,184</td>
<td>57,782</td>
<td>57,782</td>
<td>57,782</td>
<td>51,184</td>
</tr>
<tr>
<td>Appropriations Excluded from &quot;CAP&quot; Operations:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Municipal Debt Service</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Deferred Charges – Municipal</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Local School District Purposes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Reserve for Uncollected Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>County Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Amount Due County on Added &amp; Omitted Taxes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interfunds Created</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>12,297</td>
<td>823,579</td>
<td>752,833</td>
<td>746,231</td>
<td>45</td>
</tr>
</tbody>
</table>

| **Excess (Deficit) in Revenue** | 17,379  | 17,379  | 15,054  | 11,071  | 1,461   |

| **Fund Balance Beginning of Year** | 96,298  | 78,920  | 99,666  | 856,335 | 25,723  |
| **Amount Utilized as Anticipated Revenue** | 39,960  | 16,707  | 290,512 | 446,620 | 3,500   |

| **Fund Balance, End of Year** | 578,661 | 758,661 | 758,661 | 778,147 | 25,723  |

Sources: Derived from the Calendar Year 2013-2017 Audited Financial Statements of the City
CITY REVENUES

Overview

The City derives its revenues from a variety of local taxes, user charges and miscellaneous revenues, as well as from Federal and State unrestricted and categorical grants. Local revenues provided approximately 8% of total revenues in Calendar Year 2017 while Federal and State aid, including unrestricted aid and categorical grants, provided 10.8%. A discussion of the City's principal revenue sources follows.

Cash Flow Management

While State law requires the City to adopt and operate under a balanced budget and the City has not had a cash deficit at the end of any of the last ten fiscal years, the City's historic experience in the timing of the receipt of its various revenues has shown significant variance. The management of matching receipts and expenditures for operating purposes has required the use of significant amounts of temporary interfund transfers between operating and capital accounts. The City has undertaken an initiative to analyze and report cash flows (receipts and expenditures) on a monthly cycle to enable better matching of receipts with expenditures during each fiscal year. However, as long as the receipt of substantial appropriated revenues is dependent upon State, Federal and special program sources, there is no certainty that additional temporary interfund transfers or other short-term funding mechanisms will not be required should temporary cash flow imbalances persist.

Real Estate Tax

The real estate tax, the single largest source of the City's local revenues, is the primary source of funds for the City's Current Fund. The City derived approximately 38.82% of its total revenues for Calendar Year 2017 from the City's portion of the real estate tax.

The amount of real property taxes payable by a property owner is based on the assessed value of the property taxed and the combined tax rate for the City, the County and the School District. The assessed value of property is determined by the City's Tax Assessor. Although property may be reassessed at any time, the Tax Assessor generally reassesses property upon a revaluation and upon a resale. The last revaluation took place in 1988. The City's tax rate is determined by the City after adopting the final budget. The City's tax rate is determined based on the amount of budgeted expenditures, the amount of other available revenues and the aggregate assessed value of all taxable property in the City. The tax rates allocable to the County and School District are determined based on their respective budgets. The City must submit its tax rate to the County which certifies the aggregate rate to be levied.

Analysis of Tax Rates and Percent Distribution Rate Per $1,000 Assessed Valuation

<table>
<thead>
<tr>
<th>Year</th>
<th>Total</th>
<th>Municipal(1)</th>
<th>Percent of</th>
<th>County</th>
<th>Percent of</th>
<th>County Open</th>
<th>Percent of</th>
<th>School</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$78.00</td>
<td>$38.11</td>
<td>48.38%</td>
<td>20.28</td>
<td>26.00%</td>
<td>$0.43</td>
<td>0.55%</td>
<td>$19.18</td>
<td>24.59%</td>
</tr>
<tr>
<td>2016</td>
<td>77.01</td>
<td>37.83</td>
<td>49.12%</td>
<td>18.96</td>
<td>24.62%</td>
<td>0.36</td>
<td>0.47%</td>
<td>19.86</td>
<td>25.79%</td>
</tr>
<tr>
<td>2015</td>
<td>74.82</td>
<td>37.73</td>
<td>50.43%</td>
<td>17.49</td>
<td>23.38%</td>
<td>0.17</td>
<td>0.23%</td>
<td>19.43</td>
<td>25.97%</td>
</tr>
<tr>
<td>2014</td>
<td>74.34</td>
<td>37.68</td>
<td>50.69%</td>
<td>17.12</td>
<td>23.03%</td>
<td>0.17</td>
<td>0.23%</td>
<td>19.37</td>
<td>26.06%</td>
</tr>
<tr>
<td>2013</td>
<td>74.66</td>
<td>38.45</td>
<td>51.50%</td>
<td>16.51</td>
<td>22.11%</td>
<td>0.07</td>
<td>0.09%</td>
<td>19.63</td>
<td>26.29%</td>
</tr>
</tbody>
</table>

(1) Includes library tax
Source: Derived from the County Board of Taxation Certification

Tax Collection Procedure. Taxes are payable quarterly on February 1, May 1, August 1 and November 1. Tax bills are sent out twice during the year, generally in June and December. The bill for taxes payable in February and May is based on the assessed value of the property as of January of the preceding year. The bill for taxes payable in August and November reflects adjustments made so that the taxes paid for the calendar year reflect the assessed value of the property as of January of the current year.
The City is required to send out tax bills at least 45 days before the taxes are due; however, if the budget has not been adopted by that time, the City may delay sending out the bills to a date at least 25 days before the taxes are payable. If the budget has not been adopted by that time, the bill is based on an estimated rate and the second bill will be adjusted to compensate for any difference between the actual rate and the estimated rate. Taxpayers are allowed a 10-day grace period for paying their taxes. Interest is charged on any late payments of taxes from the date the taxes were due until they are paid at a rate of 8% per annum for the first $1,500 of delinquent taxes and 18% on any delinquent amount in excess of $1,500. All unpaid taxes for the previous year are annually placed in a tax sale prior to putting a lien on the property, in accordance with the New Jersey Statutes. If the tax lien is sold, depending upon the amount of the lien sold, there is an additional penalty of 2%, 4% or 6%. In rem tax foreclosure proceedings may be instituted to enforce the tax collection or acquisition of title to the property by the City.

The City collects taxes for itself and for the County and the School District. The City pays to the County and the School District 100% of the amount of taxes billed by those entities, regardless of the number of taxpayers that are delinquent. The City pays the County its share of real property taxes quarterly (on February 15, May 15, July 15 and November 15) and pays the School District its share monthly.

Equalization Rate and Tax Collection Rates

The State determines, based on market data, the relationship between the assessed value of property and the “true value” or market value of the property. The State then calculates the equalization rate, which is the assessed value divided by the true value, expressed as a percentage. The assessed value divided by the equalization rate provides the equalized value, which is the value used to calculate the City's debt limit. See “CITY INDEBTEDNESS AND DEBT LIMITS - Debt Limits” herein. The following table sets forth the assessed valuation, equalization rate and equalized value of property in the City of the last 7 calendar years.

### Assessed Valuations

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Improvements</th>
<th>Land and Improvements</th>
<th>Personal Property</th>
<th>Net Valuation Taxable</th>
<th>Equalization Ratio</th>
<th>Equalized Valuation of Taxable Real Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$14,976,429,800</td>
<td>$19,640,972,814</td>
<td>$34,617,402,614</td>
<td>$64,373,216</td>
<td>$34,360,843,026</td>
<td>101.02</td>
<td>$34,014,551,210</td>
</tr>
<tr>
<td>2017</td>
<td>1,647,040,070</td>
<td>6,283,865,888</td>
<td>15,291,070</td>
<td>6,229,997,658</td>
<td>23.66</td>
<td>$6,309,970,848</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>1,655,155,703</td>
<td>6,148,753,348</td>
<td>17,185,090</td>
<td>6,093,045,338</td>
<td>27.63</td>
<td>$6,275,19,222</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>1,578,755,314</td>
<td>5,980,096,344</td>
<td>17,672,253</td>
<td>5,997,768,597</td>
<td>30.02</td>
<td>$6,246,400,032</td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>1,548,586,503</td>
<td>5,196,171,471</td>
<td>16,605,073</td>
<td>5,932,776,544</td>
<td>30.02</td>
<td>$6,170,435,281</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>1,503,278,191</td>
<td>4,362,050,129</td>
<td>5,795,484,581</td>
<td>19,086,697</td>
<td>31.24</td>
<td>$5,814,571,278</td>
<td></td>
</tr>
</tbody>
</table>

Source: The City of Jersey City, Office of the Tax Assessor

(1) includes partial exemptions and abatements.

(2) Excludes properties exempt from real property taxes.

Taxpayers are required to pay taxes based on the assessed value of their property and then are permitted to appeal. If the taxpayers are successful on appeal, they will receive a refund. Appeals by property owners required the City to make refunds of tax payments in the amounts of approximately $7.4 million in 2013, $5.4 million in 2014, $5.2 million in 2015, $6.7 million in 2016 and $7.1 in 2017. The City is authorized to issue bonds to reimburse itself for payments made pursuant to successful tax appeals. The City has not authorized the issuance of bonds to fund tax appeals since 2012. See “CITY INDEBTEDNESS AND DEBT LIMITS - Exception to Debt Limit - Real Property Tax Appeal Refunding Notes” herein.

On September 14, 2016, the City adopted a special emergency appropriation of $5 million for the preparation and execution of a complete program of revaluation of real property for the use of the local assessor.
The following table sets forth the amount of taxes levied in each year and the amount and percentage of such levy collected or canceled. In addition, the table sets forth the amount and percentage of delinquent taxes from all prior years collected in a particular year, the amount transferred to tax lien, the tax lien balance, and the value of foreclosed property acquired by the City. The tax collection rate in the Calendar Year ending December 31, 2017 was 98.29%.

Analysis of Real Estate Tax Billings and Collections

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal(1)</td>
<td>$246,146,642</td>
<td>$233,967,802</td>
<td>$229,124,333</td>
<td>$230,850,029</td>
<td>$230,843,162</td>
</tr>
<tr>
<td>School</td>
<td>119,464,435</td>
<td>120,985,223</td>
<td>116,490,978</td>
<td>114,923,807</td>
<td>114,105,988</td>
</tr>
<tr>
<td>County</td>
<td>130,445,002</td>
<td>118,795,203</td>
<td>106,716,687</td>
<td>104,672,969</td>
<td>97,832,919</td>
</tr>
<tr>
<td>Total Billings</td>
<td>$496,056,079</td>
<td>$474,748,228</td>
<td>$452,331,998</td>
<td>$450,446,805</td>
<td>$442,802,069</td>
</tr>
<tr>
<td>Taxes Collected</td>
<td>487,588,681</td>
<td>468,722,869</td>
<td>448,547,898</td>
<td>444,300,251</td>
<td>439,100,320</td>
</tr>
<tr>
<td>Percent Collected</td>
<td>98.29%</td>
<td>98.94%</td>
<td>99.16%</td>
<td>98.64%</td>
<td>99.16%</td>
</tr>
<tr>
<td>Taxes Canceled or Remitted</td>
<td>1,713,905</td>
<td>3,966,143</td>
<td>3,316,205</td>
<td>6,720,278</td>
<td>2,606,875</td>
</tr>
<tr>
<td>Delinquent Taxes Collected,</td>
<td>1,828,745</td>
<td>559,368</td>
<td>1,461,339</td>
<td>912,146</td>
<td>1,027,576</td>
</tr>
<tr>
<td>Including Liens</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Current and Delinquent</td>
<td>489,417,426</td>
<td>469,282,237</td>
<td>451,864,103</td>
<td>445,212,397</td>
<td>440,127,896</td>
</tr>
<tr>
<td>Collected</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percent Collected(2)</td>
<td>98.66%</td>
<td>99.06%</td>
<td>99.89%</td>
<td>98.84%</td>
<td>99.40%</td>
</tr>
<tr>
<td>Delinquent Tax Balance</td>
<td>7,604,448</td>
<td>1,504,721</td>
<td>467,897</td>
<td>715,416</td>
<td>201,344</td>
</tr>
<tr>
<td>Current Year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prior Year's Tax Balance</td>
<td>2,648,205</td>
<td>2,760,607</td>
<td>3,660,742</td>
<td>2,768,273</td>
<td>2,566,929</td>
</tr>
<tr>
<td>Taxes Receivable Balance</td>
<td>10,252,653</td>
<td>4,265,328</td>
<td>3,125,278</td>
<td>3,660,742</td>
<td>2,632,909</td>
</tr>
<tr>
<td>Transferred to Tax Title Liens</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Year</td>
<td>-0-</td>
<td>-0-</td>
<td>265,880</td>
<td>39,202</td>
<td>65,980</td>
</tr>
<tr>
<td>Tax Title Lien Balance</td>
<td>37,154</td>
<td>37,154</td>
<td>659,482</td>
<td>422,969</td>
<td>326,028</td>
</tr>
<tr>
<td>Foreclosed Property Balance</td>
<td>1,455,500</td>
<td>1,455,500</td>
<td>1,680,900</td>
<td>1,455,500</td>
<td>1,591,500</td>
</tr>
</tbody>
</table>

Source: Derived from the Calendar Year 2013-2017 Audited Financial Statements of the City.

(2) Includes receipts and balances of current taxes, delinquent taxes and tax title liens.

The ten entities that paid the most real property taxes in 2017 do not, in the aggregate, exceed 10.5% of the total levy. Listed below are the taxpayers whose property has the greatest assessed valuations in the City.
Ten Largest Assessed Valuations in the City

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of Business</th>
<th>2016 Assessed Valuations</th>
</tr>
</thead>
<tbody>
<tr>
<td>NC Housing Associates</td>
<td>Office</td>
<td>$ 132,666,800</td>
</tr>
<tr>
<td>Cali Harborside Associates</td>
<td>Office</td>
<td>120,092,000</td>
</tr>
<tr>
<td>101 Hudson St. Associates</td>
<td>Office</td>
<td>90,855,800</td>
</tr>
<tr>
<td>Newport Centre, LLC (Indianapolis)</td>
<td>Shopping</td>
<td>58,088,000</td>
</tr>
<tr>
<td>MEPT Newport Tower</td>
<td>Office</td>
<td>45,000,000</td>
</tr>
<tr>
<td>John Hancock Life Insurance</td>
<td>Office</td>
<td>43,490,400</td>
</tr>
<tr>
<td>70 Columbus Urban Renewal, LLC</td>
<td>Office mixed</td>
<td>42,775,100</td>
</tr>
<tr>
<td>Newport Center (Rego Park)</td>
<td>Retail, Office, Hotel</td>
<td>39,253,400</td>
</tr>
<tr>
<td>WELLS REIT</td>
<td>Office mixed</td>
<td>35,625,000</td>
</tr>
<tr>
<td>Grove Pointe, U.R.</td>
<td>Residential</td>
<td>34,512,100</td>
</tr>
</tbody>
</table>

Tax-Exempt Properties

As of January 30, 2017, approximately 18.75% of the total assessed value of the City's real property was exempt from real property taxation. However, this number does not include certain service charges for PILOTS.

Tax-Exempt Properties in the City

<table>
<thead>
<tr>
<th></th>
<th>2016 Assessed Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Schools</td>
<td>$ 299,279,600</td>
</tr>
<tr>
<td>Schools Other Than Public</td>
<td>76,767,400</td>
</tr>
<tr>
<td>Public Property</td>
<td>1,343,810,700</td>
</tr>
<tr>
<td>Church and Charities</td>
<td>249,823,050</td>
</tr>
<tr>
<td>Cemeteries</td>
<td>35,220,800</td>
</tr>
<tr>
<td>Other Exempt Properties</td>
<td>2,600,098,850</td>
</tr>
<tr>
<td></td>
<td>$ 4,612,800,400</td>
</tr>
</tbody>
</table>

Source: The City of Jersey City, Office of the Tax Assessor.

Properties in Tax Abatement

Under the provisions of State law, the City may abate the taxes payable on newly constructed commercial and residential properties. The owners of such properties generally pay taxes on the value of the land on which the property is located but, pursuant to agreements with the City, pay payments-in-lieu-of-taxes ("PILOTS") on the value of the improvements on the property instead of taxes. Such abatements are used as an incentive to encourage development in areas within the City. State law provides different abatement programs for commercial and residential development. The law allows a 15-year abatement period during which the taxes on the improvements on property could be abated and PILOTs charged instead. The PILOTs for commercial properties were based on the construction cost of the property (initially 2% of the costs) or on the revenues received from leasing of the property. The law also allows for a 5-year short-term abatement period in which PILOTs are based on a percentage of what the tax bill otherwise would have been. Residential property is eligible for a 30-year abatement period and the PILOTs for residential property are based either on the sale price of the property (if condominiums are involved) or
the rent roll (for a rental property). In April 1992, the law was amended to allow an abatement period of up to 30 years for commercial property, also during which PILOT payments are the higher of an amount based on construction costs and a percentage of the taxes that would have been payable. However, the City has made it a policy to only grant 30 year abatements for affordable housing projects.

In addition to the difference between the amount of a PILOT and the amount of taxes, PILOTs differ from taxes in two other ways. First, PILOTs are paid to the City and no portion of the PILOT is payable to the County or the School District. Second, there is no incentive for a property owner to appeal the assessed value of the property while it is subject to abatement. Therefore, it is not clear whether the assessed value determined during the abatement period will be appealed when the property is no longer subject to abatement. When the abatement period ends, the property becomes subject to taxation on both the land and improvements. See “CITY ECONOMIC AND DEMOGRAPHIC INFORMATION” and “ECONOMIC DEVELOPMENT” herein.

The City's authority to enforce payments in lieu of taxes and the remedies available to it for delinquent payments are the same as those for real property taxes, including sale of liens and foreclosures. In addition, the City may revoke the taxpayers' ability to make payments in lieu of taxes. Further, the City has engaged the services of several independent accounting firms to review the records of properties in abatement to ensure the accurate reporting of development costs upon which payments in lieu of taxes are calculated.

### Municipal Revenues From Payments In Lieu Of Taxes (PILOT)
#### On Properties In Tax Abatement

<table>
<thead>
<tr>
<th>Year Ending</th>
<th>PILOT Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>$141,808,933</td>
</tr>
<tr>
<td>December 31, 2016</td>
<td>137,388,598</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>130,861,698</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>121,966,019</td>
</tr>
<tr>
<td>December 31, 2013</td>
<td>122,615,865</td>
</tr>
</tbody>
</table>

Source: Derived from the Calendar Year 2012-2016 Audited Financial Statements of the City and 2017 unaudited Annual Financial Statements

The estimated development cost of the 35 major commercial properties currently covered by abatements exceeds $3 billion.

Listed below are the five entities which were responsible for the highest PILOT payments in Calendar Year 2016:

### Five Largest PILOT Payers

<table>
<thead>
<tr>
<th>Name</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>K. Hovianian@77 Hudson Street</td>
<td>$5,127,958.88</td>
</tr>
<tr>
<td>Vector 1</td>
<td>4,487,422.52</td>
</tr>
<tr>
<td>GSJC 30 Hudson Street UR</td>
<td>4,432,741.21</td>
</tr>
<tr>
<td>Port Liberte II</td>
<td>4,009,345.30</td>
</tr>
<tr>
<td>Cali Harbor Plaza</td>
<td>3,731,479.14</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$21,788,947.05</strong></td>
</tr>
</tbody>
</table>

Source: Derived from the City's Tax Abatement Office.
Delinquent Taxes

Delinquent taxes can be anticipated only to the extent of the last preceding year’s delinquent tax collection percentage.

The following chart shows the amount and percentage of delinquent taxes budgeted for collection by the City and the amount and percentage of delinquent taxes which were actually collected in such fiscal year, for the last five years. The amount of delinquent taxes represents an aggregate amount of unpaid taxes for all prior years.

### Delinquent Taxes and Tax Title Liens

<table>
<thead>
<tr>
<th>Year Ending</th>
<th>Balance of Delinquent Taxes at Start of Year</th>
<th>Budgeted Amount of Delinquent Taxes to Be Collected</th>
<th>Percent of Delinquent Taxes Budgeted to be Collected</th>
<th>Amount of Delinquent Taxes Collected</th>
<th>Percent of Delinquent Taxes Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2017</td>
<td>$4,265,328</td>
<td>$812,309</td>
<td>19.04%</td>
<td>$1,828,745</td>
<td>42.87%</td>
</tr>
<tr>
<td>December 31, 2016</td>
<td>3,784,760</td>
<td>1,160,785</td>
<td>30.67%</td>
<td>559,368</td>
<td>14.78%</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>3,125,278</td>
<td>2,100,000</td>
<td>0.67%</td>
<td>1,461,339</td>
<td>0.47%</td>
</tr>
<tr>
<td>December 31, 2014</td>
<td>2,768,273</td>
<td>851,494</td>
<td>0.31%</td>
<td>912,146</td>
<td>0.33%</td>
</tr>
<tr>
<td>December 31, 2013</td>
<td>2,649,577</td>
<td>342,386</td>
<td>0.13%</td>
<td>1,027,577</td>
<td>0.39%</td>
</tr>
</tbody>
</table>

Source: Derived from the Calendar Year 2016 Audited Financial Statement of the City and 2017 unaudited Annual Financial Statements

The City currently reviews the status of real property with outstanding delinquent taxes to institute a more rapid disposition of property through foreclosure and sale. The City usually sells tax liens annually at auction and retains unsold liens. In 2014, 2015 and 2016 the City sold an aggregate of $14,805,574, $23,996,324 and $14,584,637 of tax title lien certificates, respectively.

### Property Tax Reform

In recent years, the New Jersey Legislature has considered various proposals to lessen the dependence of local governments on property taxes and to find alternative means to fund vital governmental services.

On July 13, 2010, the Governor approved legislation which, in addition to the "Cap Law" described under "THE CITY OF JERSEY CITY - Limitation on Expenditures" above, amends the property tax levy cap that was initially enacted in 2007. This law puts a limitation of 2% on the property tax levy set in the annual budget. The law allows for exclusions for capital expenditures, debt service, increases in pension contributions and accrued liability for pension contributions in excess of 2%, and increases in health care costs in excess of 2%. This limitation may be exceeded by approval of an affirmative vote in excess of 50% of the people voting at a special referendum held for such purpose.

The tax levy limitation does not limit the obligation of the City to levy ad valorem taxes upon all taxable real property within the City to pay debt service on the Notes.

Any legislation or constitutional amendments which alter the existing system of real property taxation in New Jersey may adversely affect the security and/or market value of bonds, notes and other obligations of counties and municipalities (such as the City).

### State Aid Programs

The State of New Jersey provides financial support to local governments and school systems through various programs aimed at reducing reliance on the local property tax base. As described below, the City received
or receives (i) urban enterprise aid, (ii) aid on distributed tax and (iii) aid on state reimbursement for certain
categories of taxpayers. The state maintains a variety of smaller programs of grants-in-aid to municipalities in such
fields as housing, neighborhood preservation, health, and social services, and has assumed funding of other
programs previously financed by the city, thereby relieving the city from funding such costly programs. The city
is allowed a credit for certain administrative charges under federal programs.

Urban Enterprise Zone Funds. Under the state's urban enterprise zone program which is administered
by the state department of commerce and economic development, division of new jersey urban enterprise
zones, three percent (3%) of the sales tax levied by the state on certain specified goods and services paid by
certified businesses operating within specially-created urban enterprise zone is paid into a segregated account
within the state's zone assistance fund for the benefit of the municipality in which the zone is located. To
encourage businesses to locate in urban enterprise zones, the state exempts certified urban enterprise zone
businesses from state sales taxes on equipment and supplies utilized in daily operations, as well as building
materials. Monies held for the account of a municipality within the zone assistance fund may be used to pay for
capital projects or municipal services, following the filing of an application by the municipality and approval of the
application by the members of the state urban enterprise zone authority.

One-third of the city's total acreage qualifies as a state-approved "urban enterprise zone". The city's
urban enterprise zone incorporates the major retail corridors located within the city, as well as its primary
commercial and industrial areas. In the past, the city utilized the funds it has received under the state urban
enterprise zone program for capital improvements, economic development, redevelopment, special improvement
districts and business improvement districts. However, the city has not received any funds since 2009 due to state
budgetary constraints.

Distributed Taxes. The state collects various taxes for distribution to local governments. Of these,
energy receipt tax (formerly known as public utilities franchise and gross receipts taxes) and consolidated
municipal property tax relief aid are the two largest programs of state aid in new jersey and the major sources
of state aid to the city. The energy receipt tax represents taxes received by the state on properties and right-of-ways
owned by public utilities. These funds are disbursed to municipalities based on a formula reflecting such property
located within each municipality. The consolidated municipal property tax relief aid, created in fiscal year 1996,
consolidated 14 separate state programs (i.e., urban aid, business personal property tax replacement aid and
municipal revitalization aid) into a single aid program. building aid allowance for school represents state aid to
support the public educational programs in the city including aid on facilities construction and improvements.

The chart below provides the amount of state aid received by the city in the last five fiscal years. Certain
state aid is required to be withheld by the state treasurer and paid to the paying agents for certain bonds of the city
in an amount sufficient to pay debt service on such bonds. See "city indebtedness and debt limits —
municipal qualified bond act" and "— school qualified bond act" herein.

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Energy Receipt Tax</td>
<td>3,189,788</td>
<td>5,926,086</td>
<td>4,569,847</td>
<td>4,709,375</td>
<td>5,475,816</td>
</tr>
<tr>
<td>Building Aid Allowance for School(2)</td>
<td>10,408,207</td>
<td>10,421,997</td>
<td>10,752,945</td>
<td>11,813,525</td>
<td>12,162,006</td>
</tr>
<tr>
<td>Consolidated Municipal Property Tax Relief Act</td>
<td>$67,034,472</td>
<td>$69,465,660</td>
<td>$68,430,369</td>
<td>$68,554,060</td>
<td>$69,822,226</td>
</tr>
</tbody>
</table>

Source: Derived from the Calendar Year 2013-2017 Audited Financial Statements of the City

(2) Supplemental school tax relief allows state-operated schools to reduce the tax levy for school purposes.

Summary of State/Federal Aid to School Districts

In 1973, the Supreme Court of the State ruled in Robinson v. Cahill that the existing method of financing, school costs principally through property taxation was unconstitutional. Pursuant to the Supreme Court's ruling, the State Legislature enacted the Public School Education Act of 1975 (P.L. 1975, Ch. 212) which required funding of the State's School Aid through the New Jersey Gross Income Tax Act (P.L. 1975, Ch. 47) enacted for the purpose of providing property tax relief.

On June 5, 1990, the Supreme Court ruled in Abbott v. Burke, that the school aid formula enacted under the Public School Education Act was unconstitutional as applied. The Court found that poorer urban districts were significantly disadvantaged under that school funding formula because school revenues were derived primarily from property taxes. The Court found that wealthy districts were able to spend more, yet tax less for educational purposes.

The Quality Education Act of 1990

The Legislative response to Abbott v. Burke was the passage of the QEA (P.L. 1990, C. 52), which was signed into law on July 3, 1990. This law established a new formula for the distribution of State aid for public education commencing with the 1991-92 fiscal year. The law provided a formula that took into account property value and personal income to determine a district's capacity to raise money for public education. A budgetary limitation or "CAP" on expenditures was also provided in the law. The "CAP" was intended to control the growth in local property taxes. The QEA was amended and revised by Chapter 62 of the Pamphlet Laws of 1991 of New Jersey, effective March 14, 1991 and further amended by Chapter 7 of the Pamphlet Laws of 1993 effective December 14, 1993.

On July 12, 1994, the Supreme Court of New Jersey declared the school aid formula under the QEA, as amended, unconstitutional on several grounds as it is applied to the 30 special needs districts designated by the State in ongoing litigation commonly known as Abbott v. Burke II. The City's school district is a special needs district. No specific remediation was ordered, but the Supreme Court ultimately held that the Legislature and the Governor were required to have a new funding formula in effect by December 31, 1996, so that the new formula would be implemented in the 1997-98 fiscal year.

Comprehensive Educational Improvement and Financing Act of 1996

In keeping with the Supreme Court's deadline, Governor Christine Todd Whitman signed into law on December 20, 1996, the Comprehensive Educational Improvement and Financing Act of 1996 ("CEIFA"). CEIFA affects how public schools are funded by the State, beginning in the 1997-98 fiscal year.

CEIFA departs from other funding formulas adopted in New Jersey by defining what constitutes a "thorough and efficient" education, which is what the New Jersey Constitution requires every public school student to receive. CEIFA further establishes the costs to provide each student with an education that is "thorough and efficient."

In defining what constitutes a "thorough" education, the New Jersey State Board of Education adopted a set of Core Curriculum Content Standards. The purpose of these standards is to provide all students with the knowledge and skills that will enable them to be productive citizens when they graduate from any New Jersey high school, regardless of the school's location or socioeconomic condition. CEIFA provides State aid assistance in the form of Core Curriculum Standards Aid based on a school district's financial ability to raise sufficient tax revenue for its students to achieve the Core Curriculum Content Standards.
The definition of an “efficient” education under CEIFA determines the cost to provide each student with an education that fulfills the requirements for the Core Curriculum Content Standards. The efficiency standard defines such things as optimal class size, administrators/teachers per student, schools per district, and the types and amount of classroom supplies, services, and materials. CEIFA establishes an approximate amount per student to educate each student at various grade levels in the Core Curriculum Content Standards. This amount will be adjusted biennially for inflation by the consumer price index.

In determining how much Core Curriculum Standards Aid a school district will receive, CEIFA considers each school district’s financial ability to fund such a level of education. This component of CEIFA is referred to as the local share requirement, namely, the amount of taxes that a school district can raise relative to other school districts based on property wealth and income levels. The purpose of the Core Curriculum Standards Aid is to provide school districts with adequate State assistance that is proportionate to their ability to pay. The purpose of this type of aid is to ensure that all school districts have the economic ability to provide their students with the ability to achieve the Core Curriculum Content Standards. In addition to the Core Curriculum Standards Aid, CEIFA also provides per pupil assistance from the State for special education, early childhood programs, demonstrably effective programs, instructional supplement, bilingual education, county vocational schools, and distance learning network. For Fiscal Year 2015-2016, the school district received Equalization Aid (formerly known as Core Curriculum Standards Aid) in the amount of $270,661,365.

Another form of aid that is provided by CEIFA is school facilities aid. During the 1997-1998 fiscal period, this type of aid was provided to those school districts that qualified for aid under the QEA. The amount of school facilities aid that the State provided during the 1997-98 fiscal year was determined by the amount budgeted in the approved State budget.

Beginning in the 1998-99 fiscal year, State aid for school facilities was supposed to consist of a ratio that divides (i) the amount of debt service or the amount of facilities rent for lease terms that exceed five years required to be budgeted for a fiscal period into (ii) the costs that are approved by the New Jersey Department of Education for a proposed building or renovation project. The approved facility costs under CEIFA have not yet been determined. CEIFA required the governor to submit to the legislature 60 days prior to the 1998 budget address, criteria for determining approved facilities costs, State support levels, and maintenance incentives applicable to the 1998-99 fiscal period. The Legislature enacted and the Governor signed into law the Educational Facilities Construction and Financing Act (“EFCFA”), constituting Chapter 72 of the Pamphlet Laws of 2000, effective July 18, 2000. That law provides full funding for qualified costs of facilities required for Abbott Districts and funding for qualified costs of facilities for all other districts in an amount equal to the ratio between their core curriculum facilities aid and their T&E budget times 115% or 40% of the qualified costs, whichever is greater. In lieu of debt service aid, school districts may receive grants for the State share of the project and authorize bonds only for the local share of the project. School districts may receive debt service aid under that formula for certain projects begun prior to the effective date of the law. On December 28, 2000, a Complaint was filed in the Superior Court of New Jersey challenging the authority of the Economic Development Authority under the State Constitution’s Debt Limitation clause to issue bonds secured by a contract with the State Treasurer, the funding of which is subject to annual appropriation, and requesting that the Court grant an injunction restraining the State and the New Jersey Economic Development Authority from issuing bonds to fund the State’s financial obligation under the Educational Facilities Construction and Financing Act. On January 24, 2001, the Superior Court of New Jersey granted the State’s motion to dismiss the case as a matter of law. The Plaintiff filed a notice of appeal on February 5, 2001.

CEIFA also limits the amount school districts can increase their annual current expenses and capital outlay budgets. Generally, these budgets can increase by either 3% or the consumer price index, whichever is greater. Budgets can also increase because of certain adjustments for enrollment increases, certain capital outlay expenditures, pupil transportation costs, and special education costs that exceed $40,000 per pupil. Waivers are available from the Commissioner based on increasing enrollments and other fairly narrow grounds or by approval of the voters at the annual school election.

Under CEIFA, rent payments made pursuant to a facilities lease purchase agreement for a term that exceeds five years are treated as debt service. Such rent payments are not included in the spending limits and receive aid at
the same level as debt service. Rent payments under a facilities lease with a term of five years or less are budgeted in the general fund and are subject to a school district's spending growth limitation amounts under CEIFA.

On May 14, 1997, the New Jersey Supreme Court held that CEIFA is unconstitutional as applied to the 28 special needs districts because (1) its funding provisions fail to assure that students in such districts will receive a thorough and efficient education and (2) supplemental programs to increase student performance in such districts have neither been adequately identified nor funded. The Court recognized the Core Curriculum Standards as a valid means of identifying what is a "thorough and efficient" education under the State Constitution, but found that the State did not adequately determine or provide the adequate funding level to allow those standards to be met in the special needs districts. CEIFA was not held unconstitutional as applied to the non-special needs districts. The School District is not a special needs district.

The Court ordered the State (1) to increase State aid to the special needs districts for the 1997-98 school year to a level such that the per-pupil expenditure in such districts is equivalent to the average per-pupil expenditure in wealthy suburban districts, (2) through the Commissioner, to manage the additional spending to assure that it will be used to allow the students to meet the educational content standards and (3) under the supervision of the Superior Court, Chancery Division, to determine a plan to provide supplemental educational and facilities programs in the special needs districts.

Provisions for the additional amounts of money were appropriated in the 1997-98 State budget. The Court has ruled that the Commissioner and the State Department of Education will be responsible for maintaining the educational system in accordance with the orders of the Court.

In response to the Court's order and in an attempt to remedy inadequacies that exist in the safety, the quality and the utility of state-wide school facilities, the New Jersey Legislature enacted the EFCFA. See "Summary of Educational Facilities Construction and Financing Act" herein. The EFCFA provides certain levels of funding for facilities' improvements for both special needs and non-special needs districts. Under EFCFA, special needs districts will receive State funding of 100% of the eligible costs of a school facilities project. The State will provide non-special needs districts with facilities aid of at least 40% of the eligible costs of a school facilities project. A non-special needs district must elect to receive its level of facilities aid in either the form of a grant or ongoing annual debt service aid.

On June 27, 2001, the Superior Court of New Jersey, Appellate Division, affirmed the trial court's decision that no public referendum is required for the State's bonds under the EFCFA. By a 2-to-1 majority, the Appellate Division held that the Debt Limitation Clause of the State Constitution is not violated by the EFCFA. On appeal, the New Jersey Supreme Court held that the EFCFA and its provisions authorizing the EDA's issuance of bonds do not violate the Debt Limitation Clause of the State Constitution.

On June 24, 2004, the Legislature enacted amendments to CEIFA, which amendments impose strict limits on annual increases in their operating budgets. Commencing with the 2005-06 school year, boards of education will be required to submit proposed budgets in which the advertised per pupil administrative costs do not exceed the lower of (i) the prior year per pupil administrative costs for the district's region inflated by the greater of 2.5% or the "cost of living" (defined as the average annual increase in the consumer price index for the New York City and Philadelphia areas) and (ii) the district's per pupil administrative costs, increased (by up to the greater of 2.5% or the cost of living) by such additional costs as may be approved by the Commissioner of Education due to increases in enrollment, administrative positions necessary as a result of mandated programs, administrative vacancies, nondiscretionary fixed costs, and such other items as may be permitted by regulation (provided, that for the 2005-06 school year the amount in clause (ii) shall instead be the per pupil administrative cost limits for the district's region as determined by the Commissioner of Education). Various existing limitations on budget increases were amended from the greater of 3% or the consumer price index to the greater of the cost of living or 2.5%. Under this amendment, proposals to exceed these limits cannot (i) include any new programs and services necessary for students to achieve the thoroughness standards established pursuant to CEIFA, (ii) include any programs or services that were included in the prior year's budget unless approved by the Commissioner, and (iii) be submitted to the voters or the board of school estimate if the county superintendent of schools determines that the district has not implemented all potential efficiencies in the administrative operations of the district. This bill also reduces the
amount of surplus that may be maintained by a school district from 6% to 2% (2% for the 2005-06 school year) of the general fund balance.

Summary of Federal Aid to School Districts

Federal funds are available for certain programs approved by the federal government with allocation decided by the State, which assigns a proportion to each local school district. The Elementary and Secondary Education Act, as amended by the Improving America's Act of 1994 is a federal assistance program for which a school district qualifies to receive aid. A remedial enrichment program for children of low income families is available under Title I Aid. Federal aid is generally received in the form of block grants.

Welfare

The State pays the entire nonfederal share of Medicaid. As of July 1, 1991, the State also assumed one hundred percent of the costs of the nonfederal share of federal welfare programs managed by County governments and one hundred percent of the costs of General Assistance, the program of financial aid to needy people who are not otherwise provided for under New Jersey Laws that is managed by municipalities. Thus, New Jersey municipalities have no financial obligation for these programs.

As of January 1, 1999, the City consolidated the General Assistance Program into the County’s Welfare Program, as permitted by State Law, and has retained its case records per State mandate.

Transit

The subsidization of public mass transit is the responsibility of the State. Municipalities are not required to make financial contributions.

Higher Education

The State subsidizes the system of State colleges and universities, with no municipal financial obligation. County colleges are supported by county governments with State assistance. Municipalities have no financial responsibility for the county college system.

Medical Care Services

The Jersey City Medical Center, which is an established New Jersey not-for-profit medical and health care corporation, provides certain hospital and medical care services for persons residing in the City and in the adjacent communities. For many years, the City provided direct and indirect financial assistance to the Jersey City Medical Center. The several agreements and programs have generally been consolidated. The City assisted the Jersey City Medical Center in the development and construction of a new hospital and medical care facility located at Grand and Jersey Avenues in the City. The City made a capital contribution of $12,000,000 for the acquisition of the real property for the new hospital and for certain preliminary development expenses. This contribution was funded through the issuance of serial bonds. The new medical center has an obligation to provide hospital and certain medical care services for all persons residing in the City regardless of their ability to pay. The operating and debt service expenses for the new facility are being met through Federal and State health care payments and third-party reimbursements.

CITY EXPENDITURES

The City has historically spent the largest percentage of its operating budget on public safety and statutory expenditures. For Calendar Year 2016, appropriations for public safety personnel equaled 31.65% of the budget and statutory expenditures were 10% of the budget as adopted. The remaining 58.35% of the municipal budget was appropriated for the legal, financial and administrative management of the City, and the provision of public works, human resources, recreation and housing and development services and programs.
CAPITAL IMPROVEMENT PROGRAM

The City maintains and continuously reviews a six-year program for capital improvements. Priority within the program is given to the maintenance of the existing infrastructure, to completion of projects under construction and to projects deemed necessary to the economic strength of the City. For the calendar years 2018 to 2023, inclusive, the City expects to appropriate approximately $35 to $45 million annually for capital projects for the City. The City anticipates the funding of these projects to be provided through the future sale of notes or bonds and grant programs.

Major projects of the general capital program of the City for the calendar years 2018 to 2023, inclusive, are: acquisition of new fire apparatus and public works equipment and machinery; continued development of recreation facilities building reconstruction; acquisition and installation of new computer systems; street resurfacing and widening; construction of a new police precinct building; construction of a new fire house and improvements to public libraries. The City estimates that its funding needs to meet general capital improvement program objectives for the six-year period will be $209 million. The City is also making major infrastructure improvements, including the construction of new roads in connection with major development projects in the City. See “CITY ECONOMIC AND DEMOGRAPHIC INFORMATION” and “ECONOMIC DEVELOPMENT” herein. Many of these projects will be financed primarily through direct developer contributions or local improvement assessments.

THE WATER SYSTEM

Background

Prior to the reorganization of the Municipal Utilities Authority, the City operated the Water System as a self-liquidating utility within the City’s budget. The City determined that it was in the best interest of the users of the Water System to reorganize the Jersey City Sewerage Authority as the Jersey City Municipal Utilities Authority to operate both the Sewerage System and the Water System, creating economies for both systems. On January 15, 1998, the Municipal Utilities Authority assumed the operation, maintenance and management of the Water System, subject to the short-term private operating agreement then in existence between the City and United Water. The agreement with the MUA was subsequently amended and extended to run through December 31, 2027 in order to better plan for long term improvements and operations. The City will continue to be responsible for the financing of all extensions and improvements to the Water System, but the Authority has assumed the responsibility for the payment of debt service on any future bonds issued by the City for such purposes as well as the responsibility for payment of debt service on the outstanding bonds of the City issued to finance the Water System. Debt service on the First Lien City Water Obligations has previously been paid from revenues collected by the City in connection with the use of the Water System.

General Description

The Water System consists of five major components, impoundment, water treatment facilities, water transmission facilities, water distribution facilities and land. Much of the Water System is located outside City limits. All of the water for the City is supplied by the Boonton Reservoir which is located in the Town of Boonton and the Township of Parsippany-Troy Hills, Morris County, New Jersey. The Splitrock Reservoir, located in the Township of Rockaway, Morris County, New Jersey is an emergency source of water. A water treatment plant, located next to the Boonton Reservoir was completed in 1978. The water treatment plant capacity is 90 million gallons per day (“MGD”). Its current peak usage is 60 MGD while its average usage is 45 MGD and its safe yield is 56.8 MGD. Water is conveyed from the Boonton Reservoir by an extensive gravity piping and tunnel system, approximately 23 miles in length, to the City’s Reservoir Tank at the end of Troy Street in the City. The distribution system consists basically of the Troy Street Pump Station and adjacent Reservoir Tank and the piping network that supplies water throughout the City. Each residence or apartment unit and business concern in the City must be connected to the Water System. The City owns over 2,500 acres of land related to the Water System.

United Water is responsible for the full operation of the Water System under a contract with the MUA expiring March 31, 2018, and currently bills all of the users of the Water System. The City has estimated that economic benefits will be derived from the privatization of the operation of the Water System over the term of the
contract with United Water (which ends in 2018) due to the sale of excess water to United Water, anticipated
savings in costs of operations, anticipated increases in revenues from the Water System due to repairs of leaking
pipes, and improvements in billing and collection. Upon expiration of the current contract with United Water, it is
expected that the Authority will use its resources and personnel to operate the Water System or enter into a similar
short-term private operating agreement. The Authority does not expect that, after the expiration of the operating
contract with United Water, the cost to the Authority of either operating the Water System or entering into a similar
short-term operating agreement will be significantly greater than the annual service fee currently paid by the MUA
to United Water.

Water Rate Covenant

Under the terms of the Water System Service Contract, the Authority has covenanted to make, impose,
charge and collect Water Service Charges in each fiscal year in accordance with the provisions of the Act so that
Water Revenues for each fiscal year will be at least sufficient to pay (a) Water Operating Expenses in such fiscal
year, (b) all interest on and principal of all Water Bonds and the City Water Bonds (as defined in the Water System
Service Contract) as the same shall become due and payable without recourse to or withdrawal from the Water Bond
Reserve Fund, (c) payments to the City required under the Water System Service Contract, and (d) all other amounts
that are required to be paid pursuant to the Water System Service Contract. Water Revenues include any excess
sewer revenues anticipated to be available for deposit in the Water Revenue Fund established by the Water System
Service Contract.

PENSION FINANCING

Substantially all City employees who are eligible for pension coverage are enrolled in either a State or City
administered retirement plan.

State Plans

The three State-administered plans are the Public Employees’ Retirement System, the Consolidated Police
and Firemen’s Pension Fund and the Police and Firemen’s Retirement System. The Public Employees’ Retirement
System includes all non-uniformed City employees who are not eligible for enrollment in the City’s Municipal
Employees’ Pension Fund. The Consolidated Police and Firemen’s Pension Fund includes uniformed employees
who were employees before 1944, while the Police and Firemen’s Retirement System enrolls all uniformed
employees who began employment after 1944.

The Division of Pensions in the State Department of Treasury administers the plans and charges municipalities annually for their respective contributions. The charges are based on actuarial valuations. The City
pays such charges on a monthly basis.

City Plans

All permanent City employees who are age 39 or younger when commencing employment with the City
are required to enroll in the Employees’ Retirement System of the City as of date of hire. All temporary employees
who are age 39 or younger when commencing employment with the City are required to work one year before they
are enrolled in the Employees’ Retirement System of the City which is administered by a Pension Commission
consisting of the Mayor, Chief Financial Officer, two elected employee representatives, and one appointed citizen
member. Buck Consultants an ACS Company, serves as consulting actuary (“Actuary”) for the system. In its latest
report dated January 1, 2016, the Actuary reported:

GASB Statement No. 27 only requires valuation be performed every two years. The Annual
Recommended Contributions payable for calendar years 2016 and 2017 are as follows:
The Normal Contribution amounts are 4.99% of estimated salaries of $33,421,968 and $34,758,847 for the 2016 and 2017 calendar years respectively. The actual normal contribution to the trust should be 4.99% of actual salaries for each year.

Three other City pension plans are not maintained on an actuarial basis, but the City appropriates funds annually as required to provide benefit payments for the year. The plans are Employees' Non-Contributory Pension, Pensioned Employees and Payments to Widows and Dependents – Members of Police and Fire Departments.

In December 1996, the City received a bill from the Police and Firemen's Retirement System (PFRS) for approximately $18,500,000 to pay for accrued pension liability due to an early retirement incentive program established in 1994. Legislation (P.L. 2002, c.42) was enacted that permitted the City to sell refunding bonds pursuant to the Local Bond Law to retire the present value of the unfunded accrued liability to PFRS. With an approval from the Local Finance Board, the City financed said liability through the issuance of $23,595,000 Pension Obligation Refunding Bonds Series 2003A dated January 15, 2003 (Federally Taxable) and $17,456,000 Pension Obligation Refunding Bonds Series 2003B dated March 15, 2003 (Federally Taxable).

The following table shows the City's contributions to the respective pension systems for the last five years.

**City Contributions to Employee Pensions**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Employees' Retirement System</td>
<td>$4,070,903</td>
<td>$3,796,490</td>
<td>$2,767,829</td>
<td>$2,157,151</td>
<td>$2,483,300</td>
</tr>
<tr>
<td>Consolidated Police and Firemen's Pension Fund</td>
<td>58,994</td>
<td>58,994</td>
<td>46,592</td>
<td>46,544</td>
<td>167,303</td>
</tr>
<tr>
<td>Police and Firemen's Retirement System of New Jersey</td>
<td>38,879,673</td>
<td>38,097,772</td>
<td>34,790,479</td>
<td>33,941,159</td>
<td>34,982,452</td>
</tr>
</tbody>
</table>

| City of Jersey City | | | | | |

| Municipal Employees' Pension Fund | 9,054,000 | 8,841,332 | 7,782,323 | 7,500,558 | 8,413,998 |
| Employees Non-Contributory Pension (R.S. 43:8 B-1) | 230,000 | 260,000 | 246,020 | 220,800 | 225,000 |
| Pensioned Employees (R.S. 43:4-1) | 64,740 | 59,735 | 65,000 | 69,600 | 72,000 |

| Payments to Widows & Dependents-Members of Police & Fire Depts. | 779 | 779 | 780 | 720 | 720 |

**TOTAL** | **$52,359,089** | **$51,115,102** | **$45,699,023** | **$43,936,532** | **$6,344,773** |

Source:Derived from the Calendar Year 2013-2017 Audited Financial Statements of the City
Post-Employment Benefits

The City provides eligible retirees with medical, prescription drug and life insurance benefits. Based on an assumed discount rate of 4.50%, as of June 30, 2015 the Unfunded Actuarial Accrued Liability for such post-employment benefits was $976,949,569, and the Annual Required Contribution was as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Cost</td>
<td>$35,135,265</td>
</tr>
<tr>
<td>Annual Amount Toward Unfunded Actuarial Accrued Liability</td>
<td>$57,393,724</td>
</tr>
<tr>
<td>Annual Required Contribution</td>
<td>$92,528,989</td>
</tr>
<tr>
<td>Less: Actuarial Determined City Contribution (Estimated)</td>
<td>$26,167,422</td>
</tr>
<tr>
<td>Net Increase</td>
<td>$66,361,567</td>
</tr>
</tbody>
</table>

INSURANCE

Insurance Fund Commission

The Jersey City Insurance Fund Commission was established in 1984 pursuant to N.J.S.A. 40A:10-1, et seq. The members of the Commission are the City’s Business Administrator (who serves as Chairperson) and two members of the Municipal Council. All insurance upon property owned or controlled by the City or any of its departments, boards, agencies or commissions, is required to be placed and effected by the Commission. The powers of the Commission are statutory and include the power to invest the funds and all additions and accretions thereto in such securities as they shall deem best suited for the purposes of the statute; keep on hand at all times sufficient money, or have the same invested in such securities as can be immediately sold for cash, for the payment of losses to any buildings or property of the City, or liability resulting from the operation of publicly owned motor vehicles, equipment or apparatus; and fix reasonable rates of premium for all insurance carried by the insurance fund, and shall effect all insurance in the insurance fund or with any insurance company or companies authorized to do business in this State.

LITIGATION

General

The City, its officers and employees are defendants in a number of lawsuits including, but not limited to, lawsuits arising out of alleged torts, alleged breaches of contract and alleged violations of civil rights. The City is also engaged in activities, such as police protection and public works construction, which could result in future litigation with a possible significant monetary exposure to the City.

Based upon the information available to date, it does not appear that any individual lawsuit or the cumulative effect of these lawsuits will impair the City’s ability to pay any judgments or settlements in an orderly manner, since the likelihood is that the amount of any judgments and eventual settlements will be much less than the amount claimed, and payments can be spread over two or more fiscal years. Because many lawsuits are still in the discovery stage, the Corporation Counsel is unable to determine the probability of a successful defense to them at this time.

The City self-insures against tort claims, which include general liability, automobile liability, employment practices, public officials and police professional and workers compensation lawsuits. The self-insured retention depends upon the date of incident and which of two excess policies provides coverage.

Pending Litigation

The following information has been compiled as of October 2018. The cases listed below have a potential monetary exposure in excess of $500,000.00.
Valerie Montone v. Jersey City Police Department et al.

This federal lawsuit involves allegations by a retired police sergeant that the defendants (former Mayor Healy and former Chief of Police Troy) did not promote her because of her political affiliation and gender. This matter has been litigated in state and federal court. After discovery, summary judgment was granted to the Jersey City defendants on both the state and federal causes of action; however, the plaintiff appealed the matter to the Third Circuit Court of Appeals. The Third Circuit reversed the district courts holding and remanded the matter to the lower court. On April 16, 2017, this matter was tried. The jury awarded plaintiff approximately $280,000 in lost wage damages. The City intends on filing an appeal.

Astriab et al v. City of Jersey City.

This lawsuit is the companion case to Montone matter. In this case, eight other sergeants allege that because Montone was wrongfully not promoted to Lieutenant, they could not be promoted since they were behind her on the promotion list. With regard to damages, they claim they are entitled to the difference in pay and benefits between what they would have received if they had been promoted and what they actually have received, including pay, benefits and pension contributions/value. These claimed damages continue to accrue as the case proceeds. This matter has the same procedural history as Montone case. After the trial in this matter, the jury awarded the plaintiff's approximately $2,000,000 in damages. The City intends on filing an appeal.

212 Marin Blvd. v. City of Jersey City (Sixth Street Embankment cases).

Various lawsuits brought by several entities regarding the property known as the Sixth Street Embankment. The alleged owners contend that the City has interfered with their development rights and violated their constitutional rights. These matters have been pending for several years despite numerous attempts to achieve a settlement. The City continues to defend against all claims.

Bruno v. City of Jersey City.

This matter involves claims for wrongful death and personal injury. Plaintiffs allege in their complaints that on July 27, 2012, co-defendant Frederico Bruno illegally entered their apartment located at 110-112 Rutgers Avenue, Jersey City. Mr. Bruno waited for Ms. Figueroa, Ms. Calderon and the infant Damien Rose Bruno to arrive. Upon their arrival, Mr. Bruno violently attacked plaintiffs resulting in the death of Damien Rose Bruno, and bodily injuries to Ms. Figueroa and Ms. Calderon. Plaintiffs allege that the day before the incident, Bruno appeared at a Jersey City police station to inquire about any open arrest warrants. Plaintiffs allege that Bruno had open warrants at the time, but was not detained. Plaintiffs allege that the Police Department failed to enforce the restraining order or act on the outstanding warrant. Trial started on August 7, 2017. At the conclusion of plaintiffs' case, the City was granted a directed verdict on all claims. Plaintiffs have filed an appeal that is still pending. If plaintiffs are successful on appeal and a re-trial, exposure could surpass $1,000,000.

Mays v City of Jersey City.

Plaintiff, the City's Deputy Tax Assessor, has brought a claim in federal court for race discrimination and retaliation. She also alleges a whistleblower claim under CEPA. Discovery is ongoing. Written discovery is complete, plaintiff has been deposed, and plaintiff's counsel has deposed approximately ten defense witnesses. If plaintiff is able to prove her claims at trial, she could obtain an award between $200,000 - $300,000 for her severe emotional distress, as well as an attorneys’ fees award between $250,000 - $300,000.

MEPT v. City of Jersey City, et al.

In 2009, the City of Jersey City entered into financial agreements with MEPT Journal Square, LLC, MEPT Journal Square Tower North Urban Renewal, LLC, and MEPT Journal Square Tower South Urban Renewal, LLC (collectively the "Plaintiffs") for long-term tax abatements (30 years) for the development of certain real property. The agreements were entered into pursuant to the appropriate ordinance and resolution. Plaintiffs agreed to and
made a contribution to the City's Affordable Housing Trust Fund ($710,769). Plaintiffs also entered into a Prepayment and Contribution Agreement under which the Plaintiffs agreed to and did prepay a certain amount of money ($2 million) that was to be credited against the service charges to be collected over the first four years following completion of construction of their projects. Approximately six years after the financial agreements were executed, Plaintiffs abandoned this project and sold the property. Indeed, the Plaintiffs failed to develop the property as originally intended. In 2015, Plaintiffs filed this declaratory action seeking the refund of the prepayment and the Affordable Housing Trust Fund payment for a total sum of $2,710,769. On December 4, 2015, Plaintiffs moved for a summary proceeding for a declaratory judgment under N.J.S.A. 2A:16-50 in order to have all monies refunded to them. On October 4, 2016, the court entered an order of judgment in favor of the Plaintiffs directing the City to pay $2,710,769 to Plaintiffs. Shortly thereafter, the City moved for reconsideration of the court's order and this motion was denied. The City filed a notice of appeal. The appellate division partially reversed the trial court, and lowered the amount owed to approximately $2,000,000. We have filed a petition for certification to the Supreme Court.

Estate of Gonzalez v Jersey City

On August 8, 2014, officers Tucker and Hashmi were dispatched to assist Hiriam Gonzalez whose vehicle was disabled. Thereafter, the officers arranged for the car to be towed and begged Mr. Gonzalez to allow them to drive Gonzalez to a safer area with less traffic but Gonzalez refused. Dispatch then ordered the officers to resume patrol. Approximately 1 hour later, Gonzalez was hit by a vehicle driven by one of the co-defendants and died. Plaintiff alleges Gonzalez was drunk at the time Officers Hashmi and Tucker assisted him and the officers' failure to drive Gonzalez to a safe area resulted in Gonzalez's death. The court granted summary judgment in favor of the City. Plaintiff has appealed and the appeal is pending. Because this is a wrongful death action, the city's exposure could well exceed $500,000.

Estate of Lavon King v City of Jersey City, et al.

In this matter, a Jersey City police officer fatally shot decedent after he tried to disarm the officer. Plaintiffs contend that the officer unnecessarily used excessive force in violation of the decedent's constitutional rights. The City contends that the officer used reasonable force. If plaintiff succeeds, exposure could surpass $500,000.

Olver/D’Onofrio v Jersey City, et al

While crossing the street on October 23, 2015, decedent Ralph D’Onofrio was hit by a vehicle driven by one of the co-defendants (Musa). D’Onofrio was transported to Jersey City Medical Center and died approximately 3 days later. Plaintiff alleges that the street lights were not working at the time of the accident and caused the driver to hit Mr. D’Onofrio. Because this is a wrongful death matter, the city's exposure may exceed $500,000.

O’Donnell v NJ Turnpike

On February 22, 2016, decedents were driving in the City of Jersey City and were hit by another vehicle operated by defendant Scott Hahn who at the time had not slept for 26 hours and was under the influence of Adderall. A witness allegedly saw Mr. Hahn stop at a gas station and confer with a Jersey City police officer moments before the accident. Plaintiff alleges that the police officer had a duty to stop Hahn from driving and that the breach of this duty resulted in the fatal accident. Because there are two dead victims, exposure in the case could well exceed $500,000.

Feliz-Rodriguez v City of Jersey City, et al.

On June 4, 2017, members of the JCPD were involved in a motor vehicle pursuit. During the pursuit, the vehicle being pursued crashed into plaintiff's vehicle causing both vehicles to engulf in flames. Plaintiff sustained severe burns to his body. In addition, plaintiff claims that as he exited his vehicle, he was attacked by members of the JCPD. Plaintiff has brought suit against the City and numerous police officers for an assortment of negligence and civil rights claims. Because of the alleged injuries, the city's exposure may exceed $500,000.
During the calendar years 2013 through 2017, the City paid the following amounts in judgments and settlements:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount Paid*</th>
</tr>
</thead>
<tbody>
<tr>
<td>CY 2017</td>
<td>$482,769</td>
</tr>
<tr>
<td>CY 2016</td>
<td>2,348,280</td>
</tr>
<tr>
<td>CY 2015</td>
<td>1,181,928</td>
</tr>
<tr>
<td>CY 2014</td>
<td>1,460,362</td>
</tr>
<tr>
<td>CY 2013</td>
<td>494,286</td>
</tr>
</tbody>
</table>

*Source: Jersey City Insurance Fund Commission

Environmental Issues

There are many privately and governmentally owned parcels of real estate in the City containing various levels of environmental contaminants. With respect to privately owned real estate, the City, State and Federal health and safety officers have undertaken and continue to compel compliance by the owners with the existing regulations. The City aggressively uses its building inspectors and health officers to monitor and compel abatement of harmful environmental hazards. With respect to environmental contamination which does not pose an immediate or substantial public safety or health issue, the City is increasingly using local business incentives to stimulate previously dormant property for conversion to useful economic initiatives including the removal of environmental contaminants. The City itself monitors its own real estate and has undertaken and is currently performing building and facility improvement programs to remove all violations of Federal, State and City environmental regulations.

CITY ECONOMIC AND DEMOGRAPHIC INFORMATION

The City is New Jersey's second largest municipality with a population of 247,597 according to the United States Department of Commerce's 2010 Census. The City is located on the west side of the Hudson River, directly across from lower Manhattan in New York City, and is part of the major business and industrial concentration spanning the New York – Northern New Jersey metropolitan area.

The City's land area is 15.8 square miles, including a five mile long stretch of Hudson River waterfront that has experienced considerable high rise office tower, residential and multi-family development over the past ten years. The City is connected to New York City by the Holland Tunnel and the PATH railroad tubes and is within ten miles of Newark International Airport and the container and cargo facilities of Port Newark-Elizabeth. The City's size and current development activity cause it to dominate the economy of the County (the Jersey City Labor Area). The City also serves as the seat of the County government. Of the approximately 275,000 persons employed in the County, approximately 43% are employed in the City.

Population

The City had experienced a population decline from 1970 through 1980, however due to increased residential housing developments, the population has shown a trend toward increasing.

<table>
<thead>
<tr>
<th>Year</th>
<th>City</th>
<th>County</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>247,597</td>
<td>634,266</td>
<td>8,791,894</td>
</tr>
<tr>
<td>2000</td>
<td>240,055</td>
<td>608,975</td>
<td>8,414,350</td>
</tr>
<tr>
<td>1990</td>
<td>228,537</td>
<td>553,099</td>
<td>7,730,188</td>
</tr>
<tr>
<td>1980</td>
<td>223,532</td>
<td>556,972</td>
<td>7,364,823</td>
</tr>
<tr>
<td>1970</td>
<td>260,545</td>
<td>609,065</td>
<td>7,192,805</td>
</tr>
</tbody>
</table>

School Enrollment

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Student Enrollment</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td>27,330</td>
<td>-1.25%</td>
</tr>
<tr>
<td>2016-2017</td>
<td>27,672</td>
<td>-0.44%</td>
</tr>
<tr>
<td>2015-2016</td>
<td>27,794</td>
<td>-2.75%</td>
</tr>
<tr>
<td>2014-2015</td>
<td>28,562</td>
<td>-4.50</td>
</tr>
<tr>
<td>2013-2014</td>
<td>29,909</td>
<td>4.50</td>
</tr>
<tr>
<td>2012-2013</td>
<td>28,621</td>
<td>2.65</td>
</tr>
</tbody>
</table>

Source: Jersey City Public Schools: www.jcboe.org

Residential Dwelling Units

Most of the housing stock in the City was constructed in the first half of the twentieth century, primarily for renter-occupied use.

<table>
<thead>
<tr>
<th>Housing Characteristics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Occupied</td>
</tr>
<tr>
<td>Total Units</td>
</tr>
</tbody>
</table>

Source: U.S. Bureau of the Census: American Community Survey 2014

Employment

Labor Force - The City of Jersey City

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Labor Force</th>
<th>Employed</th>
<th>Percent (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>141,438</td>
<td>134,950</td>
<td>4.4%</td>
</tr>
<tr>
<td>2016</td>
<td>140,500</td>
<td>133,800</td>
<td>4.8%</td>
</tr>
<tr>
<td>2015</td>
<td>140,658</td>
<td>133,184</td>
<td>5.3%</td>
</tr>
<tr>
<td>2014</td>
<td>139,551</td>
<td>130,539</td>
<td>6.5%</td>
</tr>
<tr>
<td>2013</td>
<td>138,427</td>
<td>127,195</td>
<td>8.1%</td>
</tr>
<tr>
<td>2012</td>
<td>139,531</td>
<td>127,018</td>
<td>9.0%</td>
</tr>
</tbody>
</table>

Source: New Jersey Department of Labor, Office of Labor Planning and Analysis-2012-2017

Overview of Jersey City

Founded in 1630 and incorporated in 1820, Jersey City once served as a shipping, manufacturing, and rail transportation hub. Home to Ellis Island, Jersey City has served as the gateway to the United States for millions of immigrants.

Today Jersey City is a vibrant and thriving city, where rail yards, factories, and warehouses have been transformed into parks, restaurants, shops, and modern skyscrapers. Seven of the ten tallest buildings in the state are found in Jersey City, with construction recently starting on what will soon be the tallest building in the State and the tallest residential building in the western hemisphere outside of New York City. Jersey City residents and visitors enjoy spectacular views of the New York City skyline with miles of Hudson River waterfront. Jersey City's robust transportation infrastructure allows for easy access to New York City using the PATH train subway system, NY
Waterway Ferries, or the Holland Tunnel. An expansive above-ground light rail system that opened in April of 2000 connects Jersey City to neighboring municipalities.

The 2010 Census population of Jersey City is currently 247,597 and the 2016 Community Survey estimates 264,152. From 2010 to 2016 the population of Jersey City increased by 10%. The vacancy rate for rental units in Jersey City decreased by 30.6% from 2000 to 2016. It has been growing steadily at a rate of 3-6% since a low of 223,532 in 1980. According to estimates based on the United States Census Bureau American Community Survey, Jersey City will be the largest city in New Jersey by the end of 2016. At the present time, Jersey City has established itself as a leader in urban development within the State of New Jersey:

Downtown – 11,587 units approved
4,534 units under construction, and 20,409 completed within the last 15 years

Journal Square – 8,927 units approved
1,260 units under construction

Bergen Lafayette – 1,611 units approved
856 under construction

West Side Avenue – 583 units under construction

In 2016 a total of 3,174 housing units were authorized by building permits according to the Department of Community Affairs.

**Employment**

From January to December of 2017 Jersey City's unemployment dropped from 4.4% to 4.2%. The significant unemployment rate decrease is due to several large firms either relocating to Jersey City or expanding current operations within existing Jersey City facilities. JPMorgan Chase, RBC, Forbes, Imperial Bag, Nautica, and Ahold are some of the largest companies relocating or expanding Jersey City operations. Jersey City has also seen an increase in construction jobs with more than 4,000 jobs recently started or planned as part of approved upcoming projects.

Source: New Jersey Department of Labor and Workforce Development

### Largest Private Employers in Jersey City

<table>
<thead>
<tr>
<th>Employer Name</th>
<th>Total Full Time and Part Time Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goldman Sachs &amp; Co. Inc.</td>
<td>3,782</td>
</tr>
<tr>
<td>Pershing LLC/Mellon Bank</td>
<td>2,000</td>
</tr>
<tr>
<td>ICAP Services North America LLC</td>
<td>1,796</td>
</tr>
<tr>
<td>JP Morgan Chase Bank</td>
<td>1,592</td>
</tr>
<tr>
<td>Citigroup</td>
<td>1,500</td>
</tr>
<tr>
<td>Computershare Investor Services, LLC</td>
<td>1,348</td>
</tr>
<tr>
<td>Deutsche Bank Trust Co. NJ Ltd.</td>
<td>1,200</td>
</tr>
<tr>
<td>Broadridge Information Service, Inc.</td>
<td>1,000</td>
</tr>
<tr>
<td>Insurance Service Office, Inc.</td>
<td>1,000</td>
</tr>
<tr>
<td>Fidelity Investments</td>
<td>1,000</td>
</tr>
<tr>
<td>Equitable Life Insurance Co.</td>
<td>816</td>
</tr>
<tr>
<td>Bank of Tokyo Mitsubishi Trust</td>
<td>800</td>
</tr>
<tr>
<td>IPC Acquisition Corp.</td>
<td>750</td>
</tr>
<tr>
<td>Lord, Abbet &amp; Company</td>
<td>715</td>
</tr>
<tr>
<td>Brown Bros Harriman &amp; Co.</td>
<td>700</td>
</tr>
</tbody>
</table>
Home Depot USA, Inc. 548
Ritter Sysco Food Service 529
Prebon Yamane (USA) Inc. 520
Daily News 500
Langer Transport Corp. 475

*As reported to the State of New Jersey, January 2017. Does not include public employers, i.e. hospitals, schools, or other government agencies
Source: Hudson County Economic Development Corporation, Jersey City.

Tourism

Tourism is a growing industry for Jersey City with three new hotels (700 new hotel rooms) under construction. While Liberty State Park, Liberty National Golf Course, Ellis Island, and the Statue of Liberty attract millions of visitors each year, in 2014, Jersey City proudly hosted the Seattle Seahawks and Denver Broncos, their families, and many of their fans for the week leading up to the Super Bowl. Jersey City is also home to one of the largest 4th of July fireworks displays in the country.

Higher Education

Jersey City is home to St. Peter's University, with an enrollment of approximately 3,400 students in 2015, and New Jersey City University, with an estimated enrollment of 8,200 students, both of which offer full and part-time undergraduate studies in liberal arts, business and the natural and social sciences. In addition, St. Peter's has graduate programs in education, nursing, accounting, and business administration and New Jersey City University offers a wide variety of graduate programs. Jersey City is also the home to Hudson County Community College, which offers entry-level occupational and career certificates and associate degrees to prepare students for employment and to upgrade existing skills. The Community College has an estimated enrollment of over 10,000.

Sources: Saint Peter's University Website: www.saintpeters.edu; New Jersey City University Website: www.njcu.edu; Hudson County Community College Website: www.hccc.edu.

Healthcare

The Jersey City Medical Center, a voluntary not-for-profit hospital, moved to a new hospital facility in 2004 at a site on Grand Street and Jersey Avenue to replace the Medical Center complex built in the 1930s. The facility is currently operated by Liberty Health and is the region’s “state designated trauma center” and the only hospital in Hudson County approved for open heart surgery. A new 5-story Medical Office Building was completed in 2010 and is fully leased, including the Cristie Kerr Women's Health Center. See “CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations” herein.

Economic Incentives

Jersey City’s Urban Enterprise Zone (UEZ) is one of the top performing zones in the state. It is comprised of approximately 1/3 of the city’s total land acreage. Revenue from the UEZ Program has funded many development initiatives throughout the City, such as national and international marketing campaigns, special events, preservation, city beautification projects, CCTV program, job training, tourism (www.destinationjerseycity.com), and business improvement and relocation grants. In the past, the City received approximately $16.2 million annually to be used for various programs. However, the City has not received any funds since 2009 due to State budgetary constraints.

The Jersey City Economic Development Corporation manages and maintains business and employment support systems. Some of the benefits available to Jersey City UEZ-certified businesses are listed below:
Reduced sales tax for certified retail businesses
Employee tax credits for each UEZ municipality resident hired
Jersey City Employment & Training Program
City Beautification Program
Closed Circuit TV Neighborhood Watch Program
Customer Service Skills Center

Additionally, the JCEDC has expanded opportunities for local small business owners to access capital, through partnerships with private and non-profit lenders. The Jersey City Fund is a $10 million dollar loan program targeting small businesses with small lending needs; the EDC also has a microloan program based on geographic location, meant to support businesses opening in the city’s traditionally underserved neighborhoods.

The Hudson River Waterfront

Recently dominated by the financial services industry, as more new skyscrapers with class A office space are constructed a more diverse workforce has developed.

Since the early 1980’s, more than 18 million square feet of office space, and over 18,000 new residential units, and five hotels providing nearly 1,500 rooms have been completed. Redevelopment of the waterfront and nearby neighborhoods has been brisk, accelerating with the construction and opening of the Hudson Bergen Light Rail system. Plans for the redevelopment of formerly industrial land along Jersey City’s waterfront currently include as much as 30 million square feet of office space and more than 35,000 new residential units.

The number of new residences authorized by building permits city wide, from 1995 through 2007, totals over 17,000 residences while and non-residential office space authorized by building permits exceed 7 million square feet. The Newport Neighborhood is the largest single development on the Hudson River Waterfront. Built on 300 acres of abandoned rail yards at the edge of the river, this area now is home to 4,000 residential units and 14 residential towers, a park with a man made beach overlooking the river, the Newport Centre Mall, and a variety of office buildings.

Currently under construction but recently topped off, by 2019 completion of 99 Hudson is expected to become a permanent fixture in the Jersey City skyline. It will be the tallest building in Jersey City at 900 feet with 781 units.

The Hackensack River Waterfront

The Hackensack River Waterfront is another powerful City resource whose value has only recently been rediscovered. The improved environmental quality of the Hackensack River and the return of water-related recreation to the river have helped to reinforce its value. The first signs of its rebirth include: the fully sold out Society Hill and Droyer’s Point development, a 1,400 Dwelling unit condominium community; the establishment of Meadows Path which is a planned pedestrian walkway along the Hackensack River stretching from Bergen County to Bayonne; commitment by the County of Hudson to establish an extension to the county park system; the completion of the 9 hole Golf course within the Hackensack River Edge Redevelopment Area; implementation of the City homes at Westside Station loft style residential project within the Water Street Redevelopment Plan area; transformation of a 32-acre former federal superfund site into the “Marion Greenway” - Phase I involves the remediation and capping of the site for passive recreation and Phase II includes a 2000 foot waterfront walkway, soccer fields, jogging paths and an Environmental Center; implementation of the remediation plan and environmental clean-up of the 100 acre former Honeywell site for the creation of a mixed use new-urbanist neighborhood within the Bayfront I Redevelopment Plan Area. This development will include the creation of over 15 acres of parkland in the form of a bikeway, central greenway, new pedestrian-friendly streets and infrastructure, approximately 4,200 to 8,100 new dwelling units, 700,000 to 1 Million sq. ft. of office floor area, and 200,000 to 600,000 sq. ft. of retail space.

All this development is part of a larger plan for the Jersey City western waterfront known as the Bayfront Redevelopment Area. The study establishes the ground work for the creation of new-urbanist neighborhoods and new streets to connect into the existing neighborhoods of Greenville. The Bayfront Redevelopment Plan anticipates
the redevelopment of land both east and west of Route 440, the re-design of Route 440 through federal funding appropriated to Jersey City, and ultimately leading to the extension of the Hudson-Bergen Light Rail System roughly ¼ of a mile to the west in order to access the Bayfront 1/Honeywell Project and the Hackensack River.

The old Department of Public Works facility along the Hackensack River (Bayfront 1/Honeywell Project) will soon begin redevelopment into hundreds of residential units as well as retail shops and entertainment and dining options.

New Jersey City University has been in the process of a $350 million expansion that includes 4 private residential buildings totaling 600 units, a new Shop-Rite, a new Center for the Arts, and a new 424 bed dormitory all on the 21 acre lot the University owns between Route 440 and West Side Avenue. It also includes the construction of 2 new streets, providing more efficient connection along West Side Avenue.

**Journal Square**

Functioning as a major regional transportation hub, Journal Square encompasses the neighborhood surrounding the Journal Square PATH station and bus terminal, which provides access to New York City, Newark, Hoboken, and Harrison via the PATH subway train system and bus service throughout the region via 7 different bus lines. The first significant construction in Journal Square in decades is nearly complete with the first of three towers in the "Journal Squared" development project. Upon completion, this development will consist of a 54 story tower, a 60 story tower, and a 70 story tower. As of February 2016, there are 5,284 dwelling units, 195,055 square feet of office and 432,787 square feet of retail space approved for development in the Journal Square area. Under construction there are currently, 1,334 dwelling units, 70,070 square feet of office and 13,267 square feet of retail space to come on line within the next eighteen months.

The Loew’s Jersey Theatre, a 3,000 seat “movie palace” originally opened in 1929, is a priority restoration project for Jersey City. The facility will soon undergo an extensive multi-million dollar renovation to restore the energy, glory, and full functionality to the theatre and to the neighborhood as a whole. AEG Live, the second largest event promotion company in the world, is planned to manage programming (along with partnerships with NJCU, Mana Contemporary, and a variety of community groups) and ACE Theatrical Group, the premiere theatre restoration company in the country, is planned to manage the construction and renovation of the facility.

The Jersey City Redevelopment Agency purchased the Pathside Building located at 25 Sip Avenue in Journal Square which is in the process of being transformed into the home of a new Jersey City Museum and Community Center.

On the periphery of the square is the adaptive re-use of the old American Can Factory. The CANCOloft project entails the creation of over 1,300 new loft style residential units and associated retail services. The new CANCOPark, completed in 2010, features an "orchard" of trees that is lit up at night by ground lighting, park benches, and a terraced layout. The park's perimeter is lined with bamboo shoots in raised planters. Manna Contemporary Fine Arts is truly a diamond in the rough with art exhibits almost every weekend. Several other smaller projects, like 25 Senate Place or the Kennedy Lofts at 100 Newkirk Street, continue to make this the new hip artist community in the New York Metropolitan region.

**Transportation Improvements and Funding**

The City received federal high priority project funding for transportation access in the amount of approximately $26 Million and the creation of an urban boulevard along Routes 440/1&9 Truck in the amount of $1.8 Million.

North Jersey Transportation Planning Authority, (NJTPA) Area metropolitan Planning Organization awarded Jersey City the following grants:

- FY 2008-2009 Subregional Study Program grant for Update to the Circulation Element of the Jersey City Master Plan in the amount of $250,000;
FY 2010 - 2011 Subregional Study Program Grant co-sponsored with Hudson County for a Study to improve transportation connections between the Cities of Hoboken and Jersey City in the amount of $300,000;

FY 2012-2013 Subregional Study Program grant for the Liberty State Park Circulator Cost-Benefit Analysis in the amount of $220,000;

FY 2012-2013 Subregional Study Program grant for the Morris Canal Greenway Plan in the amount of $220,000; and

FY 2012-2013 Subregional Study Program grant co-sponsored with Hudson County for The Jersey City/Journal Square/Bayonne Bus Rapid Transit Study in the amount of $250,000.

FY 2019-2020 Subregional Study Program grant for Parking Management Plan in the amount of $300,000.

FY 2019-2020 Subregional Study Program grant for Parking Management Plan in the amount of $300,000.

Over $1 million in FY 2012 Local Safety Program grants for pedestrian improvements along Summit Avenue.

$885,838 in FY 2016 Local Safety Program grants for safety improvements along Marin Boulevard.

$288,524 in FY 2016 Local Safety Program grants for intersection improvements at St. Pauls Avenue and Oakland Avenue.

$3.8 million in FY 2017 Local Safety Program grants for pedestrian safety improvements along West Side Avenue.

$2.6 million in FY 2017 Local Safety Program grants for pedestrian safety improvements along Sip Avenue.

NJ Transit has completed the Hudson-Bergen Light Rail 440 Extension Alternatives Analysis, which identified the extension of the HBLR from its current terminus at West Side Avenue station across Route 440 to a new station at the northern boundary of the Bayfront Redevelopment Plan area as a locally-preferred alternative.

Miscellaneous Infrastructure Improvements and Public Amenities

The Exchange Place PATH station was renovated in 1990 at a cost of $65,000,000. The PATH provides a 3-minute ride from Exchange Place to the World Trade Center Station. The Port Authority's $1.3 billion project to replace PATH's entire 340 car fleet and to overhaul the PATH signal system thereby enabling a significant increase in the number of train movements while improving on-time performance and efficiency is underway, with the entire rolling stock upgraded between 2008 and 2012 and signal system enhancements still underway.

The $1 billion Hudson Bergen Light Rail Transit System (HBLR) launched operation on April 15, 2000. Since then ridership has steadily grown as the system expands further north and south. It now connects with Hoboken's Lackawanna Station, which is adjacent to Jersey City and is a hub for regional commuter train service. It also now connects to a new Park & Ride station on Tonnelle Avenue in North Bergen that attracts commuters from Bergen County and other North Jersey locations, and which has been highly successful. Direct service is provided between the Park & Ride and the Jersey City waterfront employment center. A new extension to 8th Street in Bayonne opened in January 2011. Hudson County and Bergen County municipalities have urged NJ Transit to expand the HBLR into Bergen County, with all municipalities with current or potential HBLR infrastructure passing resolutions in favor of this plan.
Ferry service connects the Exchange Place/Paulus Hook, Hudson Exchange, Port Liberté and Liberty Harbor North areas to lower Manhattan, and also connects Exchange Place/Paulus Hook to 39th Street in Manhattan.

The City has completed its renovations of the Owen Grundy Pier Park at the foot of Exchange Place. This is one of several significant public spaces that exist along the Jersey City Waterfront.

The Hudson River Waterfront Walkway is advancing toward completion along the waterfront as development of properties adjacent to the waterfront continues. It is now possible to walk from the Goldman Sachs tower at the south eastern corner of Paulus Hook and Downtown to the Newport area and into Hoboken. The Newport Walkway now connects to Hoboken at the Hoboken Train Station and Newport Associates Development Co. has completed “Newport Green” a Waterfront park at Fourteenth Street. The development of Veterans Park will include the critical portion of the waterfront walkway at the park’s edges along the Hudson River and the Morris Canal.

New Jersey Department of Transportation is in the process of the reconstruction of the 12th and 14th Street viaducts from Route 139 to Jersey Avenue. The next phase will be the reconstruction of Route 139. NJ DOT is planning to construct a new Wittpenn Bridge over the Hackensack River and a new St. Pauls Avenue Viaduct that will link the bridge to Route 139, Tonnelle Avenue, Route 1&9 Truck, and a proposed new road parallel to Tonnelle Avenue. NJDOT is also planning to build a bridge on Jersey Avenue across the Morris Canal to allow easier travel from downtown Jersey City into Liberty State Park, Bergen Lafayette, and other parts of the city. Currently only a small foot bridge exists.

Capital Improvement, Federal Grant, and UEZ Funding have been pooled to finance the re-surfacing and beautification of Christopher Columbus Drive. This is the main and most visible travel route from the NJ Turnpike to downtown neighborhoods and the waterfront.

Jersey City launched the CitiBike bike-share system in September 2015. Because CitiBike is the same system used in New York City, residents can now seamlessly integrate into the broader regional bike-share network across the Hudson River. As of March 2016, only six months after the programs launch, 75,000 rides had already been taken.

Key districts and development areas within Jersey City

Hackensack River Edge Redevelopment Area. The City Council adopted a redevelopment plan that encompasses a number of properties on the City’s western waterfront, the redevelopment of which will include the remediation of the PIP landfill. An Urban Transit Hub tax credit package of $34.6 million over ten years has been approved by the Board of the New Jersey Economic Development Authority which allowed Peapod and Ahold to utilize 344,000 square feet of the Pulaski Distribution Center, an 878,564 square foot warehouse recently completed along Route 1 & 9 by Prologis.

Claremont Industrial Center. West of Caven Point, the Claremont Industrial Center was developed on a 30-acre site by the New Jersey Economic Development Authority. Hartz Mountain Industries built and leased a 175,000 square foot warehouse for Walong Marketing, a food distributor and importer in the summer of 2002. Demand for warehouse space here dropped as the recession hit and the City responded by amending the Zoning to allow entertainment venues. In January 2011, “Pole Position Raceway” opened an 80,000 square foot facility featuring two quarter-mile tracks. The high-performing all electric karts can reach speeds of 45 miles per hour. The facility features a Tailgate Café, video and arcade games, meeting and party rooms, and an impressive display or racing memorabilia.

Liberty Industrial Park. In January 1996 construction was completed by the New York Daily News of a new 410,000 square feet printing plant. The Daily News has moved both their Brooklyn and Kearny operations to this new facility. The project represents a $180 million investment by the Daily News. Sysco Food Services of Metro New York has renovated the former Allied/Stem building into 345,000 square feet of freezer/warehouse
space. This project provides over 500 jobs. The total project cost was $25 million, $8 million of which was provided through the City and HUD by a Section 108 Loan.

**Port Jersey/Greenville Yards.** On the southernmost portion of the waterfront, the Port Jersey Corporation has developed 3,000,000 square feet for industrial distribution buildings since assuming control of the urban renewal project in 1969. The Corporation has invested $150 million to date. The Port Authority of New York and New Jersey has constructed an imported automobile facility on its 80-acre portion of Port Jersey and on 65 acres of the Greenville Yards. Iron Mountain Information Management has leased 123,000 square feet at 100 Harbor Drive, providing more than 100 full-time jobs. In addition, Summit Import Corp. and Preferred Freezer Services have recently opened warehouse facilities in Greenville Yards. Preferred Freezer is also undertaking building a second new facility freezer. Keystone Properties constructed two warehouse facilities consisting of over 500,000 square feet of available warehouse space.

**Jersey Eagle Sales Co.** A 100% minority owned business exclusively distributing for Anheuser-Busch in Hudson County has completed construction of a 70,000 square foot, $4.5 million chilled warehouse and distribution facility, providing nearly 100 full-time jobs.

**Montgomery Industrial Center.** The 32-acre industrial park adjacent to The Beacon was developed by the New Jersey Economic Development Authority, which also makes development bond financing available to potential tenants. The firms in the Montgomery Industrial Center have created more than 300 construction jobs and 600 permanent jobs. Rajbhog Foods, makers of Indian bread, constructed a new plant with assistance from the New Jersey Business Employment Incentive Program and the New Jersey Local Development Finance Fund, and a $50,000 relocation grant from the Jersey City Urban Enterprise Zone. Other food-related services attracted to this location are Wei Chuan USA and Woolco Foods. DeBragga & Spitler relocated to 55-77 Amity Street from the Meatpacking District in Manhattan. They are leasing an existing warehouse and purchasing the adjacent vacant land for parking and eventual expansion. They certified into the UELZ Program and took advantage of Jersey City’s $50,000 relocation grant.

**Newport Redevelopment Area Project** The Newport Center project is a 300-acre, master-planned mixed-use community consisting of retail, residential, office, leisure, and entertainment facilities. In December 1982, Jersey City received approval of a $40 million Urban Development Action Grant (UDAG), the largest ever awarded in the history of that Federal program, that effectively jump-started the Newport development. The first building constructed was the Newport Centre Mall. It is a premier shopping center with 130 individual stores, anchored by 4 major department stores, a multiplex movie theater, and a food court. Since that time, development has continued in earnest, extending roadways, transportation choices and other community amenities. The Newport Associates Development Co. has just completed “Newport Green”, a new 5-acre playground and park connecting Washington Boulevard to the Waterfront Walkway at Fourteenth Street. It includes the first urban beach in New Jersey, a recreational field, an outdoor ping-pong table, and several landscaped gardens.

The Ellipse, the most recent tower to complete construction, is a 41 story, 381 apartment rental building. It is the tallest building in the Newport area and is directly along the waterfront walkway. The building's exterior elliptical shape was designed by the world-renowned architecture firm Arquitectonica.

Over $2 billion has been invested and more than 11 million square feet has been constructed at Newport. When completed, the $10 billion investment into the Newport community will provide housing for approximately 30,000 residents in 9,000 apartments and have a 1.5 mile section of the Hudson River Waterfront Walkway, 7 million sq. ft. of prestigious office space and two million square feet of retail and shopping opportunities. The Newport Redevelopment Area has developed into another new thriving neighborhood of the city. In addition to the mall, area residents and visitors can take advantage of 14 acres of green space, educational facilities, health and wellness facilities, and even a yacht club.

**Powerhouse Arts District Redevelopment Area.** The Powerhouse Arts District Redevelopment Plan area includes a collection of historic warehouses that have been re-used for residential, art, and entertainment uses. The district is unique and lends itself to conversion to a funky, trendy, retail and entertainment center. This district is 2-4 blocks west of the waterfront and is anchored by the Powerhouse building, an historic structure formerly the power
station for the Hudson and Manhattan Railroad. The 100-year-old castle-like building near the waterfront is owned by the City of Jersey City. The Cordish Company in conjunction with the NY/NJ Port Authority and the Jersey City Redevelopment Agency have entered into a memorandum of agreement to stabilize and rehabilitate the former powerhouse into an entertainment destination for the waterfront. The Cordish Company plans to breathe life into the deteriorating power plant just as it has successfully done in the Baltimore Inner Harbor.

Toll Brothers City Living recently completed the Provost Square development, a 3 acre site in downtown Jersey City just a block from the Grove Street PATH station. The development includes 3 high-rise towers, 38, 33, and 28 stories, totaling 927 units, 960 parking spaces, 45,000 square feet of retail, and a state of the art 24,000 square foot theater as well as 17,000 square feet of art related space. In between the buildings is a half acre public plaza.

**Liberty Harbor North.** This highly successful project does not look like a project at all. It is designed to be an extension of the existing neighborhoods that surround it. This project has two marinas, several miles of waterfront walkway, direct connections to Liberty State Park, ferry service to NYC, two Light Rail Stations and enjoys sweeping views of Liberty State Park, Lower Manhattan and the NY Harbor. It was designed and master planned by the Congress for New Urbanism co-founders Andres Duany and Elizabeth Plater-Zybek. Phase one is complete with 600 residential units. New retail establishments have opened, including the immensely popular Zeppelin Hall Beer Garden, Surf City Beach Bar, Tilted Kilt Pub, and Brew Shot Coffee Shop. Several mixed use projects by a number of different developers have also followed on the coattails of this project, including Gulls Cove, a 320 Condominium building, completed in 2007, "225 Grand", completed in the summer of 2010 with 348 unit rental building by Ironstate Development, Inc. and the KRE Group, and "18Park", completed in the spring of 2014 with over 400 units. The 11 story 18Park facility also includes space for the Boys and Girls Club of Hudson County.

The planning board has also approved a mixed use building that includes a full service flagship Marriott hotel and 475 residences. As many as eleven (11) other buildings are already approved for the area, including a new waterfront park, central park and civic plaza.

**Harborside Financial Center.** The Harborside Financial Center began with a successful warehouse conversion from a refrigerated rail warehouse to Class A office space, which was followed by the construction of new office towers. It is an office and commercial holding of Mack-Cali Realty located on the Hudson River Waterfront. The complex includes restaurants, a retail promenade, two tiered waterfront walkway with outdoor dining and additional service amenities. The Harborside Financial Center currently consists of six office buildings, an indoor and outdoor garden/plaza, and a HBLRT Station. It is all just minutes away from downtown Manhattan via PATH train or ferry. The complex also contains luxury rental apartments on the North Pier and a full service hotel on the South Pier. The Hyatt Regency Jersey City was the first full-service hotel on the Jersey City waterfront. It features 350 guest rooms, over 19,000 square feet of meeting and facility space, a 165-seat restaurant, and a 75-seat lounge and incredible views of Manhattan and the New York Harbor. The current Master Plan for Harborside envisions one more office tower for Plaza 4 and six residential towers on Plazas 6, 7, 8 & 9, new roadway extensions and a widening of the pedestrian plaza adjacent to the light rail station.

Existing Commercial/office building of Harborside are as follows:

<table>
<thead>
<tr>
<th>Building</th>
<th>Sq. ft.</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harborside Plaza 1</td>
<td>400,000</td>
<td>Re-Use</td>
</tr>
<tr>
<td>Harborside Plaza 2</td>
<td>761,200</td>
<td>Re-Use</td>
</tr>
<tr>
<td>Harborside Plaza 3</td>
<td>725,600</td>
<td>Re-Use</td>
</tr>
<tr>
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<td>207,670</td>
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</tr>
<tr>
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<td>977,225</td>
<td>New Construction</td>
</tr>
<tr>
<td>Harborside Plaza 10</td>
<td>577,575</td>
<td>New Construction</td>
</tr>
</tbody>
</table>

There are approximately 13,600 employees in the existing office towers.
2017 saw the completion of the Jersey City Urby building, a partnership with Ironstate and Roseland Residential, a 69-story, 713-foot tower with 762 apartments. The acclaimed Dutch design firm, Concrete, designed the iconic tower known for its Jenga-like architecture. This building is the first of 3 that will bring a total of 2,358 units upon completion.

In June 2017 the Planning Board gave approval for a new ferry terminal for New York Waterway connecting residents in that area to Battery Park City.

**Hamilton Square.** The Hamilton Square project accomplishes adaptive re-use of the former St. Francis Hospital complex. The old hospital formed an artificial barrier, separating Hamilton Park, a 2 acre Victorian Square, from the east side of the neighborhood. The first phase of this development is complete. The new retail includes a restaurant (GP’s), an ice cream parlor that has received significant press and very positive reviews (Milk Sugar Love), wine store, pet store, and vintage department store. It brings the neighborhood a new look once again by re-establishing the cobblestone street leading to the park, rehabilitating some building, and replacing others. The blocks in the Hamilton Park historic district neighborhood are filled with classic row houses and lush, tree-lined streets.

**Colgate.** Colgate Redevelopment Area is a 24 acre, 10 block site of Jersey City waterfront south of Exchange Place. It was formerly the location of the manufacturing facility for the Colgate Palmolive Company. This area has experienced rapid growth over the past five years and is approaching its planned build-out of six million square feet of office space and close to 2,000 residential units. The first major project in the Colgate Redevelopment Area was 101 Hudson Street with 1.2 million square feet of office space in a well designed Art DECO Revival style skyscraper. Next, developed by Hartz Mountain Industries were 70 and 90 Hudson Street, two office towers on the riverfront with 358,000 and 372,000 square feet. SIMD Property’s renovation of 95 Greene Street, 280,000 square feet of office space in the former Colgate Perfume Building, has been completed by Merrill-Lynch. Goldman Sachs now controls three sites within the redevelopment plan area and treats this facility and the Sussex Street pier that they renovated as a public campus with ferry and helicopter access to their sister campus on the Manhattan side of the river. Goldman Sachs has completed their occupied office building, a 42 story, 793 feet tall tower with 1.5 million square feet of space, 1,000 underground car garage, ground floor pedestrian and retail amenities.

**Tidewater Basin Redevelopment Area.** The Tidewater Basin Redevelopment Area links new waterfront development with the existing Paulus Hook Historic District. The charm of this area is especially enhanced by watching cars share the path of the light rail trolley along the historic cobblestone street. The 324-unit Windsor at Liberty House was completed in September 2000. Other projects include the Pier House (106 condo units) and Hudson Point (181 rental units), two projects at the foot of Warren Street. Liberty Pointe, a 32 unit condo project just up Warren Street from those previously described, Fulton’s Landing with 105 condominium units, and Hudson Pointe, a 32 unit condo project just up Warren Street from those previously described, Fulton’s Landing with 105 condominium units, and K. Hovnanian at Paulus Hook with 71 condominium units are all occupied and complete. 198 Van Vorst Street, a 131 unit, 7-story residential project with 4,426 square feet of retail, is completed and occupied.

**Harsimus Cove Station Redevelopment Area.** Several residential projects have been completed and leased. Among the completed projects are the following condominium and rental units: Avalon Cove, Mandalay Bay on the Hudson, Portofino, Marbella, and the ‘A’. These residential buildings encompass over 2,000 market rate units. Metro Plaza shopping center contains four retail buildings totaling 255,000 square feet. The Doubletree Hotel contains 200 rooms. The most recent project to be completed in the area is the Monaco, a residential development of 524 rental units in two 39 story towers atop a 10 story 558 space parking garage and 6,100 square feet of ground floor retail on what is was the Doubletree Hotel’s parking lot. The Redevelopment Plan calls for a residential-commercial mixed-use district where certain lands are dedicated to the City of Jersey City for streets and parks. Projects recently completed include 110 First Street and Marbella phase II.

**Port Liberté, Liberty National Golf Course and Country Club, and the Residences at Liberty.** Redevelopment of this scenic area adjacent to Liberty State Park began in 1985 with the development of docks, jetties, and canals for luxury residential apartments and town homes, some with private boat slips at their front door. Later phases replaced new canal construction with an 18-hole professional Majors golf course and private club. Liberty National Golf Course hosted its first international PGA TOUR event, the Barclays, in August of 2009 and
again in August 2013. In 2017 it will host the President’s Cup. More than 1600 condominium units are completed with another 1500 planned for the Port Liberté development area.

The Residences at Liberté is the residential development associated with the golf course. Construction has begun on 60 low-rise luxury units along the waterfront walkway and adjacent to the golf club house. When completed, the Residences at Liberté will produce over 1,000 new condominium units located within three towers on the northern slope of the golf course.

Liberty State Park and Ellis Island. Over 2,000,000 persons visit Liberty State Park annually, making it the most popular of all state parks in New Jersey. It is the largest urban park in the state, at approximately 1,200 acres. It currently houses, two Marinas, a boat launch, the Liberty House (a 15,000 square foot restaurant and banquet facility), the recently expanded Liberty Science Center, the restored historic Central Railroad of New Jersey Terminal, and an award-winning Interpretive Center. Maritime Parc Restaurant & Catering opened in October 2010 with a 30,000 square foot event space.

The restoration of Ellis Island is ongoing and the result of a partnership between the National Parks Service and Save Ellis Island, Inc. The South Side of the island contains valuable historic resources such as the hospital facility, laundry and luggage building, open space and recreation area, nursing residence and other various support building, totaling 30 in all, built at the turn of the century to welcome immigrants to our land. It is the intent of the National Park Service to renovate these buildings and keep them in public use. The American Family Immigration History Center was unveiled in 2001. Given its national and international stature, the Ellis Island Institute is proposed to be a unique cultural, educational and conferencing facility that will use the power of place to create a venue for international cultural events and meetings. It will involve reuse of the 29 existing buildings on the island and new construction of a hotel, museum and educational facilities. At completion, it will employ 275 full-time and 350 part-time workers.

Ferries to the Statue of Liberty and Ellis Island leave from Jersey City, Liberty State Park throughout the day. The park, a state and regional amenity that attracts visitors from a wide area, is frequently the site of State wide events, including concerts, festivals, and tournaments.

The Division of Planning has conducted a Liberty State Park Circulator Cost-Benefit Analysis. This study is an important first step in restoring transit service to destinations within Liberty State Park. A circulator would build on the City’s public transportation network that currently serves the edge of the park. This potential service would make the park more accessible to the 40% of Jersey City households that do not have access to a vehicle.

The Beacon. This central City project is the rehabilitation of a monumental Art Deco New Deal Government/Hospital Complex. It consists of the adaptive re-use and renovation of ten (10) high rise structures, interior and exterior historic renovation of significant Art Deco and WP Project artifacts, including two theaters, meeting rooms, and lobby space, and new construction of a multi level garage, health spa, pool, museum, and various types of amenity space. Completion of this project, which is the largest historic restoration project in the nation, is expected to create approximately 1,200 market rate residential units. This project represents a significant private investment that is outside of the City’s downtown waterfront financial center. Shuttle and full concierge services are provide to various mass transit choices throughout the city.

Grove Plaza. As recently as 2000, the Grove Plaza area was considered to be too far from the waterfront to be desirable for high end market rate units. Today, Grove Plaza is considered the heart of downtown. The newly renovated and re-designed Grove Street PATH Station Plaza has served as a festival site and farmers market adding to the vitality of the shopping destination. 2 new 60-story residential towers, 70 and 90 Columbus, connected by the Marriot Hotel in a 150 foot base. This project also provides a newly constructed entrance to the Grove Street Path. New residential construction is moving west along Newark Avenue, including 8 new restaurants along a pedestrian walkway has been completed.

Martin Luther King Drive. The redevelopment of Martin Luther King Drive began as a grassroots community based initiative with far-reaching support. Since the adoption of the MLK Drive Redevelopment Plan by the City Council in December 1993, the development of the MLK HUB Shopping Plaza has been accomplished.
A 55,000 square feet supermarket and ancillary stores are in place. The HUB development is now under new ownership. Through a partnership of the Jersey City Redevelopment Agency, Universal Companies of Philadelphia, and Brandywine Corp., MLK Drive will be receiving approximately 205 units of work force housing to be built on City land in and around the HUB. Goldman-Sachs has sponsored a 20 unit housing development just north of the HUB Plaza and light rail station, which has been completed and sold as affordable condominiums.

The Fred W. Martin Apartments offer 39 affordable units in a 4-story building with 12,000 square feet of retail space along the Drive. Many other mixed-use and residential projects are underway along the Drive.

In 2015, The Jersey City Employment and Training Program (JCETP) relocated to the HUB, with Speaker of the House of Representatives Nancy Pelosi, New Jersey Governor Chris Christie, Senator Robert Menendez, NAACP President Cornell Brooks, Congressman Donald Payne Jr., Congressman Albio Sires, and former New Jersey Governors Brendan Byrne and Thomas Keane all attending the ribbon cutting ceremony. JCETP includes the prisoner re-entry program that provides addiction treatment, housing, and employment services as well as standard employment programs for youth, seniors, veterans, and welfare recipients. Former Governor James McGreevey is the director of the JCETP.

In 2017, the City completed the City Hall Annex, a 45,000 square foot building that houses the City’s Health, Planning, Zoning, Tenant Landlord relations, and Economic Development. This was a $20 million investment into an area that the City hopes to bring more economic development and success into.

Monticello Avenue. The Monticello Redevelopment Plan covers Monticello Avenue between Communipaw Avenue and Montgomery Street. It encompasses 19 blocks geographically located at the center of Jersey City. The goal is to establish a historically preserved and revitalized neighborhood - a shopping district with a mix of retail, restaurant and service businesses, as well as arts-related venues and activities that reflect the diversity and strong sense of community that prevail in the area. The 12 unit "Rock Garden Plaza" and the 6 unit "120-122 Monticello Avenue" with approximately 7,000 square feet of childcare space on the ground floor, have been completed.

Berry Lane Park. Berry Lane Park is a 17.5 acre park was recently completed on a former brownfield site in the Communipaw-Lafayette Section of Jersey City, New Jersey. Construction of the park began in 2012 and opened in the summer of 2016. The park is located between Garfield Avenue and Woodward Street near the Garfield Avenue Hudson Bergen Light Rail station. Directly south of Berry Lane Park is Canal Crossing, an adjacent brownfield site slated for a future residential development.

Berry Lane Park is the largest municipal park in Jersey City. The site includes two basketball courts, two tennis courts, a baseball field, a soccer field, a playground, a rain garden, 600 new trees, and a splash pad water park. New park features coexist with older existing structures that will be preserved or modified: for example, the large concrete silos from a former rail yard will be renovated to contain water features.

Holland Tunnel and Jersey Avenue Redevelopment Area. The expanse of land bounded by the entry/exit of the Holland Tunnel, the base of the Palisade Cliffs and neighboring the City of Hoboken, had remained unnoticed for many years. Its newly discovered attractiveness has accelerated an effort to re-connect existing streets, create more building lots and street frontages. There are current NJ Transit approvals for the creation of a new HBLRT Station at Jersey Avenue and Eighteenth Street. Residential re-development of the 10th Street corridor is almost complete; with the latest addition of the 58 condominium unit Schroeder Loft project adding to the LeFrak-developed apartments that presently line the corridor. In November 2007, The Home Depot opened a 105,121 square feet multi-level store, which employs 177 people and generating $50 million in annual sales. Other recently completed residential additions include The Cliffs, 700 Grove Street, Cast Iron Lofts, and Zephyr Lofts.

Proposed plans include the Hoboken Redevelopment Plan area and the New York Avenue Redevelopment Plan area. The 7 acre Van Leer Chocolate Factory site, already under construction with a 2019 completion date, is slated to have up to 90-percent energy savings compared to traditional buildings through the use of geothermal and solar energy, as well as other green technologies and has been recognized in the 11th annual Governor’s Environmental Excellence Awards in December 2010.
Majestic Theater and the Majestic II Projects. The adaptive re-use of the historic Majestic Theater across from City Hall including the three adjacent historic revival mixed use properties that were vacant and dilapidated, and development of a new adjoining 45 unit residential building. All of the constructed residential units have been sold or rented, and all of the highly desirable commercial spaces have been filled. Majestic II, which is a new mixed use classic mid-rise building with ground floor retail, will complete the third corner of the Montgomery Street & Grove Street intersection, connecting the eclectic buildings of the Van Vorst Historic District to the new City Hall neighborhood redevelopment. Across the street from the Majestic Projects and City Hall is an additional 99 unit 7 story building with ground floor retail space, which opened in early 2016.

New Jersey City Medical Center and Grand Jersey Redevelopment Plan Area. The Jersey City Medical Center opened its 325 bed medical facility at Grand and Jersey Avenues in 2004. This $180 million facility was financed by the FHA. Liberty Health has just completed a 5-story Medical Arts Building adjacent to the Medical Center. There are also plans to triple the capacity of the Emergency Department.

The Grand Jersey Redevelopment Plan was amended at the end of 2017 to allow for a multi-phased residential and retail project that would create 2,000 new units and 50,000 square feet of new retail space. The plans require the clean-up of the Mill Creek Outfall through the construction of a 5 million gallon storm tank to be built with a new public city park on top. For decades the areas surrounding this site have been revitalized while these tracts remained barren. This will provide not only an opportunity for redevelopment, but also for one of the State’s largest combined sewer outfall remediation and resiliency project.
APPENDIX B

CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY
INDEPENDENT AUDITORS’ REPORT AND AUDITED FINANCIAL STATEMENTS
CITY OF JERSEY CITY
NEW JERSEY

REPORT OF AUDIT

FOR THE YEARS ENDED
DECEMBER 31, 2017 AND 2016

DONOHUE, GIRONDA, DORIA & TOMKINS, LLC
CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS
<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Auditor's Report</td>
<td>1</td>
</tr>
<tr>
<td>Current Fund</td>
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</tr>
<tr>
<td>Comparative Balance Sheet - Regulatory Basis</td>
<td>A</td>
</tr>
<tr>
<td>Comparative Statement of Operations and</td>
<td></td>
</tr>
<tr>
<td>Changes in Fund Balance - Regulatory Basis</td>
<td>A-1</td>
</tr>
<tr>
<td>Statement of Revenues - Regulatory Basis</td>
<td>A-2</td>
</tr>
<tr>
<td>Analysis of Budget Revenues</td>
<td>A-2a</td>
</tr>
<tr>
<td>Analysis of Non-Budget Revenues</td>
<td>A-2b</td>
</tr>
<tr>
<td>Statement of Appropriations - Regulatory Basis</td>
<td>A-3</td>
</tr>
<tr>
<td>Trust Funds</td>
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<tr>
<td>Comparative Balance Sheet - Regulatory Basis</td>
<td>B</td>
</tr>
<tr>
<td>General Capital Fund</td>
<td></td>
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<tr>
<td>Comparative Balance Sheet - Regulatory Basis</td>
<td>C</td>
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<tr>
<td>Comparative Statement of Changes in Fund Balance - Regulatory Basis</td>
<td>C-1</td>
</tr>
<tr>
<td>General Fixed Assets</td>
<td></td>
</tr>
<tr>
<td>Comparative Balance Sheet - Regulatory Basis</td>
<td>D</td>
</tr>
<tr>
<td>Notes to Financial Statements</td>
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</tr>
</tbody>
</table>
INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and Members
of the City Council
City of Jersey City, New Jersey

Report on the Financial Statements

We have audited the accompanying financial statements — regulatory basis of the City of Jersey City, New Jersey (the "City"), which comprise the comparative balance sheet — regulatory basis, of each fund and General Fixed Assets as of December 31, 2017 and 2016, and the related comparative statement of operations and changes in fund balance — regulatory basis, statement of revenues — regulatory basis and statement of appropriations — regulatory basis, of the Current Fund, and the related statement of changes in Fund Balance — regulatory basis, of the General Capital Fund, for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"). Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, audit requirements prescribed by the Division and the standards applicable to the financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

*Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles*

As described in Note A, the financial statements are prepared by the City on the basis of the financial reporting provisions of the Division, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the Division.

The effects on the financial statements of the variances between the regulatory basis of accounting described in Note A and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

*Adverse Opinion on U.S. Generally Accepted Accounting Principles*

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the City as of December 31, 2017 and 2016, and the changes in its financial position for the years then ended.

*Unmodified Opinion on Regulatory Basis Accounting*

In our opinion, the financial statements referred to above present fairly, in all material respects, the comparative financial position — regulatory basis, of each fund and General Fixed Assets of the City as of December 31, 2017 and 2016, the Current Fund's respective operations and changes in fund balance — regulatory basis, revenues — regulatory basis and appropriations — regulatory basis, the General Capital Fund's changes in fund balance — regulatory basis, for the years then ended, in accordance with the financial reporting provisions of the Division as described in Note A.
Other Matters

Management Discussion and Analysis

Management has omitted the management discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context, but is not required by the financial reporting provisions of the Division. Our opinion on the basic financial statements is not affected by the missing information.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The statistical section and schedule of expenditures of other financial assistance are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying supplementary data section, general comments and comments and recommendations are presented for purposes of additional analysis as required by the Division. The schedule of expenditures of federal awards and the schedule of expenditures of state financial assistance are presented for purposes of additional analysis as required by the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and N.J. Office of Management and Budget Circular 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, respectively. The supplementary data section, general comments, comments and recommendations, schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance are also presented for purposes of additional analysis and are not required parts of the basic financial statements.

The supplementary data section, general comments, comments and recommendations, schedule of expenditures of federal awards and the schedule of expenditures of state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary data section, general comments, comments and recommendations, schedule of expenditures of federal awards and the schedule of expenditures of state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.
The statistical section and schedule of expenditures of other financial assistance have not been subjected to the auditing procedures as applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 26, 2018, on our consideration of the City’s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City’s internal control over financial reporting and compliance.

Bayonne, New Jersey
October 26, 2018
### CITY OF JERSEY CITY
### CURRENT FUND
### AS OF DECEMBER 31, 2017 AND 2016
### COMPARATIVE BALANCE SHEET - REGULATORY BASIS

<table>
<thead>
<tr>
<th>Assets</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Fund:</strong></td>
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<tr>
<td>Cash and Cash Equivalents</td>
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<td>$114,656,230</td>
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<td><strong>Intergovernmental Receivables:</strong></td>
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<td>Due from Jersey City Municipal Utilities Authority - Overpayment of Tax Sale Receipts</td>
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<tr>
<td>Due from State of NJ - Sr. Citizens and Veterans Deductions</td>
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<td></td>
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<tr>
<td>Receivables and Other Assets with Full Reserves:</td>
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<td></td>
</tr>
<tr>
<td>Delinquent Property Taxes Receivable</td>
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<td></td>
</tr>
<tr>
<td>Tax Title Liens Receivable</td>
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<td></td>
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<tr>
<td>Property Acquired for Taxes at Assessed Valuation</td>
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<td></td>
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<tr>
<td>Revenue Accounts Receivable</td>
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<td></td>
</tr>
<tr>
<td>Lot Cleaning Charges Receivable</td>
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<td></td>
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<tr>
<td>Sales Contracts Receivable - Property Acquired for Taxes</td>
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<td></td>
</tr>
<tr>
<td>Interfunds Receivable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Emergency Authorizations</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Current Fund Assets</strong></td>
<td>$166,264,566</td>
<td>$161,818,314</td>
</tr>
<tr>
<td><strong>Federal and State Grant Fund:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Cash Equivalents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal and State Grants Receivable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interfunds Receivable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Federal and State Grant Fund Assets</strong></td>
<td>$42,371,079</td>
<td>$42,764,936</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$208,635,645</td>
<td>$204,583,250</td>
</tr>
</tbody>
</table>

See Accompanying Notes to Financial Statements
# CITY OF JERSEY CITY
## CURRENT FUND
### AS OF DECEMBER 31, 2017 AND 2016

### COMPARATIVE BALANCE SHEET - REGULATORY BASIS

<table>
<thead>
<tr>
<th>Liabilities and Reserves</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Fund:</strong></td>
<td></td>
<td></td>
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<tr>
<td>Appropriation Reserves</td>
<td>$ 19,058,629</td>
<td>$ 18,800,526</td>
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<tr>
<td>A-19</td>
<td>28,067,794</td>
<td>19,449,110</td>
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<td>Reserve for Encumbrances</td>
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<td>Contracts Payable</td>
<td>701,777</td>
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<tr>
<td>A-20</td>
<td>19,023,865</td>
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<td>Prepaid Taxes</td>
<td></td>
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<td>Tax Overpayments</td>
<td>2,176,043</td>
<td>2,377,608</td>
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<td>A-21</td>
<td>414,665</td>
<td>150,013</td>
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<td>Interfunds Payable</td>
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<td>A-22</td>
<td>1,445,095</td>
<td>377,938</td>
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<td>Prepaid Revenues</td>
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<td>County Taxes Payable</td>
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<td>PILOT Fees Due to County</td>
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<tr>
<td>Due to Special Improvement Districts</td>
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<td>Due to State of New Jersey:</td>
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<tr>
<td>Marriage Licenses</td>
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<td>A-28</td>
<td>635</td>
<td>570</td>
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<td>Burial Permits</td>
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<td>Reserve for Deposits on Sale of Property</td>
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<td>Acquired for Taxes</td>
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<td>A-29</td>
<td>20,303</td>
<td>20,303</td>
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<tr>
<td>Reserves - Other</td>
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<tr>
<td>Emergency Notes Payable</td>
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<tr>
<td>A-30</td>
<td>1,348,305</td>
<td>2,148,670</td>
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<tr>
<td>Reserve for Superstorm Sandy Expenditures</td>
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<tr>
<td>A-31</td>
<td>13,700,000</td>
<td>20,597,496</td>
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<td>Other Payables</td>
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<tr>
<td>Reserve for Revaluation</td>
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<td>A-32</td>
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<td>A-33</td>
<td>12,364</td>
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<td>5,000,000</td>
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<td>Undistributed Revenues</td>
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<td>A-35</td>
<td>568,709</td>
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<td>84,682,433</td>
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<td>Reserve for Receivables and Other Assets</td>
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<td>Fund Balance</td>
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<td>A-1</td>
<td>56,339,410</td>
<td>78,920,179</td>
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<td>Total Current Fund Liabilities, Reserves and Fund Balance</td>
<td>166,264,566</td>
<td>161,818,314</td>
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<tr>
<td>Federal and State Grant Fund:</td>
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<tr>
<td>Reserve for Encumbrances</td>
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<td>A-38</td>
<td>7,041,726</td>
<td>12,426,499</td>
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<td>Reserve for Other</td>
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<td>A-40</td>
<td>1,443,991</td>
<td>1,173,397</td>
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<td>Reserve for State and Federal Grants:</td>
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<td>Appropriated</td>
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<td>A-39</td>
<td>29,683,949</td>
<td>29,061,223</td>
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<tr>
<td>Unappropriated</td>
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<td>A-41</td>
<td>3,946,275</td>
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<td>Interfunds Payable</td>
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<tr>
<td>A-37</td>
<td>25,5138</td>
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<tr>
<td>Total Federal and State Grant Fund Liabilities and Reserves</td>
<td>42,371,079</td>
<td>42,764,936</td>
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<tr>
<td>Total Liabilities, Reserves and Fund Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ 208,635,645</td>
<td>$ 204,583,250</td>
<td></td>
</tr>
</tbody>
</table>

See Accompanying Notes to Financial Statements
CITY OF JERSEY CITY
CURRENT FUND
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

COMPARATIVE STATEMENT OF OPERATIONS AND CHANGES IN FUND BALANCE -
REGULATORY BASIS

<table>
<thead>
<tr>
<th>Revenue and Other Income Realized:</th>
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<th>2016</th>
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<tbody>
<tr>
<td>Fund Balance Utilized</td>
<td>A-2a</td>
<td>$39,960,250</td>
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<td>Miscellaneous Revenue Anticipated</td>
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<td>332,288,181</td>
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<tr>
<td>Receipts from Delinquent Taxes</td>
<td>A-2a</td>
<td>2,262,775</td>
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<tr>
<td>Receipts from Current Taxes</td>
<td>A-2a</td>
<td>492,469,451</td>
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<tr>
<td>Non-Budget Revenues</td>
<td>A-2b</td>
<td>5,882,618</td>
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<td>Other Credits to Income:</td>
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<tr>
<td>Unexpended Appropriation Reserves</td>
<td>A-18</td>
<td>18,989,297</td>
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<tr>
<td>Grant Costs Charged to Current Fund in Prior Years</td>
<td>A-17</td>
<td>1,433,559</td>
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<tr>
<td>Cancellation of Contracts Payable</td>
<td>A-20</td>
<td>1,231,030</td>
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<tr>
<td>Revenue Accounts Receivable</td>
<td>A-11</td>
<td>1,115,339</td>
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<tr>
<td>Premium on Special Emergency Notes</td>
<td>A-4</td>
<td>44,550</td>
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<tr>
<td>Prior Year Interfunds Returned</td>
<td>A-17</td>
<td>44,519</td>
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<tr>
<td>JCMUA Franchise Extension Fees</td>
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<td>Cancellation of Contracts Encumbered</td>
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<tr>
<td>Cancelled Checks</td>
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<tr>
<td>Reimbursement for Prior Years Grant Adjustment</td>
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<td>Other Credits and Adjustments</td>
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<tr>
<td>Expenditures</td>
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<tr>
<td>Budgetary and Emergency Appropriations:</td>
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<tr>
<td>Appropriations within &quot;CAPS&quot;</td>
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<tr>
<td>Operations</td>
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<tr>
<td>Salaries and Wages</td>
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<tr>
<td>Other Expenses</td>
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<tr>
<td>Deferred Charges and Statutory Expenditures</td>
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<td>Appropriations Excluded from &quot;CAPS&quot;</td>
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<tr>
<td>Operations</td>
<td></td>
<td></td>
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<tr>
<td>Other Expenses</td>
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<tr>
<td>Capital Improvements</td>
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<tr>
<td>Debt Service</td>
<td></td>
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<td>Deferred Charges</td>
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<td>Judgments</td>
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<td>Type 1 School District Debt</td>
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<tr>
<td>Reserve for Uncollected Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td></td>
<td>607,162,302</td>
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</tbody>
</table>

See Accompanying Notes to Financial Statements
CITY OF JERSEY CITY
CURRENT FUND
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

COMPARATIVE STATEMENT OF OPERATIONS AND CHANGES IN FUND BALANCE -
REGULATORY BASIS

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures (continued)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local District School Tax</td>
<td>A-24 $115,548,404</td>
<td>A-24 $113,282,750</td>
</tr>
<tr>
<td>County Taxes</td>
<td>A-25 $130,445,002</td>
<td>A-25 $118,795,203</td>
</tr>
<tr>
<td>Special District Taxes</td>
<td>A-27 $4,481,331</td>
<td>A-27 -</td>
</tr>
<tr>
<td>Municipal Open Space Tax</td>
<td>A-17 $623,000</td>
<td>A-17 -</td>
</tr>
<tr>
<td>Interfunds Advanced Originating in Current Year</td>
<td>A-17 $11,848,594</td>
<td>A-17 $44,519</td>
</tr>
<tr>
<td>Tax Appeals</td>
<td>A-21 $6,729,583</td>
<td>A-21 $1,206,040</td>
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<tr>
<td>Refund of Prior Year Revenues</td>
<td>A-4 $143,537</td>
<td>A-4 $26,100</td>
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<tr>
<td>Revenue Accounts Receivable</td>
<td>A-11 $1,360,335</td>
<td>A-11 $1,115,339</td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess in Revenue</td>
<td>$878,342,088</td>
<td>$823,579,474</td>
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<tr>
<td></td>
<td>$17,379,481</td>
<td>$43,960,220</td>
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<tr>
<td>Adjustments to Income before Fund Balance:</td>
<td></td>
<td></td>
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<tr>
<td>Expenditures Included Above Which are by Statute:</td>
<td></td>
<td></td>
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<tr>
<td>Deferred Charges to Budget of Succeeding Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Emergency Appropriations:</td>
<td></td>
<td></td>
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<tr>
<td>Revaluation</td>
<td></td>
<td></td>
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<tr>
<td>Statutory Excess to Fund Balance</td>
<td>A $17,379,481</td>
<td>A $48,960,220</td>
</tr>
<tr>
<td>Fund Balance, Beginning of Year</td>
<td>A $78,920,179</td>
<td>A $50,705,610</td>
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<tr>
<td></td>
<td>A $96,299,660</td>
<td>A $99,665,830</td>
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<tr>
<td>Decreased by:</td>
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<td></td>
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<tr>
<td>Utilized as Anticipated Revenue</td>
<td>A-2a $39,960,250</td>
<td>A-2a $20,745,651</td>
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<tr>
<td>Fund Balance, December 31</td>
<td>A $56,339,410</td>
<td>A $78,920,179</td>
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See Accompanying Notes to Financial Statements
CITY OF JERSEY CITY
CURRENT FUND
FOR THE YEAR ENDED DECEMBER 31, 2017

STATEMENT OF REVENUES - REGULATORY BASIS

<table>
<thead>
<tr>
<th>SURPLUS:</th>
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<th></th>
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<tbody>
<tr>
<td>Surplus Anticipated</td>
<td>$39,954,250</td>
<td>$</td>
<td>$39,954,250</td>
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<tr>
<td>Surplus Anticipated with Prior Written Consent of Director</td>
<td>6,000</td>
<td>-</td>
<td>6,000</td>
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<tr>
<td>Total Surplus</td>
<td>39,960,250</td>
<td>-</td>
<td>39,960,250</td>
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<table>
<thead>
<tr>
<th>MISCELLANEOUS REVENUES: LOCAL REVENUES</th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Licenses:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Alcoholic Beverages</td>
<td>630,547</td>
<td>-</td>
<td>832,354</td>
</tr>
<tr>
<td>Other Licenses:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Marriage Licenses</td>
<td>5,751</td>
<td>-</td>
<td>6,755</td>
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<tr>
<td>Cable TV Franchise Fees</td>
<td>2,476,917</td>
<td>-</td>
<td>2,485,392</td>
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<tr>
<td>Hackensack Meadowlands Adjustment</td>
<td>605,487</td>
<td>-</td>
<td>1,072,851</td>
</tr>
<tr>
<td>Local School Aid</td>
<td>1,953,117</td>
<td>-</td>
<td>1,953,117</td>
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<tr>
<td>Advertising Ordinance Fees</td>
<td>304,747</td>
<td>-</td>
<td>334,618</td>
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<tr>
<td>Search Fees</td>
<td>255</td>
<td>-</td>
<td>174</td>
</tr>
<tr>
<td>Lot Cleaning Charges</td>
<td>80,889</td>
<td>-</td>
<td>12,056</td>
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<tr>
<td>Tax Collector's Fees</td>
<td>30,532</td>
<td>-</td>
<td>35,483</td>
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<tr>
<td>Hotel Occupancy Tax</td>
<td>7,687,645</td>
<td>-</td>
<td>8,375,237</td>
</tr>
<tr>
<td>Landlord Registration</td>
<td>271,911</td>
<td>-</td>
<td>317,183</td>
</tr>
<tr>
<td>Fees and Permits:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest and Costs on Taxes</td>
<td>1,325,488</td>
<td>-</td>
<td>767,013</td>
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<tr>
<td>Interest on Investments and Deposits</td>
<td>389,004</td>
<td>-</td>
<td>1,015,478</td>
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<td>Assessor's Application Fees</td>
<td>26,620</td>
<td>-</td>
<td>3,537</td>
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<tr>
<td>Sewer and Street Opening Permits</td>
<td>245,809</td>
<td>-</td>
<td>232,258</td>
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<tr>
<td>Swimming Pool Fees</td>
<td>152,220</td>
<td>-</td>
<td>145,471</td>
</tr>
<tr>
<td>Skating Rink Fees</td>
<td>55,007</td>
<td>-</td>
<td>123,192</td>
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<tr>
<td>Laundry Licenses</td>
<td>53,250</td>
<td>-</td>
<td>91,100</td>
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<tr>
<td>Vending Machine Licenses</td>
<td>46,337</td>
<td>-</td>
<td>23,665</td>
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<tr>
<td>Food Establishment Licenses</td>
<td>672,934</td>
<td>-</td>
<td>794,175</td>
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<tr>
<td>Hotel/Motel Licenses</td>
<td>82,335</td>
<td>-</td>
<td>79,840</td>
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<tr>
<td>Dine and Dance Permits</td>
<td>27,000</td>
<td>-</td>
<td>28,000</td>
</tr>
<tr>
<td>Police Reports ID Bureau Fees</td>
<td>134,001</td>
<td>-</td>
<td>133,063</td>
</tr>
<tr>
<td>Taxis/OMNIbus Licenses</td>
<td>125,840</td>
<td>-</td>
<td>112,415</td>
</tr>
<tr>
<td>Elevator Inspection Fees</td>
<td>592,614</td>
<td>-</td>
<td>600,249</td>
</tr>
<tr>
<td>Site Plan Review Fees</td>
<td>910,546</td>
<td>-</td>
<td>1,010,013</td>
</tr>
<tr>
<td>Bingo and Raffle Licenses</td>
<td>15,820</td>
<td>-</td>
<td>11,500</td>
</tr>
<tr>
<td>Mechanical Amusement Devices</td>
<td>18,000</td>
<td>-</td>
<td>9,625</td>
</tr>
<tr>
<td>Parking Lot Licenses</td>
<td>264,341</td>
<td>-</td>
<td>579,227</td>
</tr>
<tr>
<td>Used Motor Vehicle Dealer Licenses</td>
<td>75,817</td>
<td>-</td>
<td>30,000</td>
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<tr>
<td>Parking Lot Tax</td>
<td>8,021,883</td>
<td>-</td>
<td>8,092,843</td>
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<tr>
<td>Parking Enforcement:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Lease Fees</td>
<td>373,773</td>
<td>-</td>
<td>327,504</td>
</tr>
<tr>
<td>Meter Fees</td>
<td>1,332,186</td>
<td>-</td>
<td>1,454,765</td>
</tr>
<tr>
<td>Miscellaneous Fees</td>
<td>1,815,364</td>
<td>-</td>
<td>1,763,676</td>
</tr>
</tbody>
</table>

See Accompanying Notes to Financial Statements
CITY OF JERSEY CITY  
CURRENT FUND  
FOR THE YEAR ENDED DECEMBER 31, 2017  
STATEMENT OF REVENUES - REGULATORY BASIS

<table>
<thead>
<tr>
<th>MISCELLANEOUS REVENUES: (continued)</th>
<th>Budget as Adopted</th>
<th>N.J.S.A 40A:4-87</th>
<th>Realized</th>
<th>Excess or (Deficit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCAL REVENUES (continued)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Court Fines and Costs</td>
<td>$13,592,007</td>
<td>$-</td>
<td>$16,459,799</td>
<td>$2,867,792</td>
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<tr>
<td>Passaic Valley Sewerage Comm. Incent</td>
<td>168,250</td>
<td>-</td>
<td>168,250</td>
<td>-</td>
</tr>
<tr>
<td>Interstate Waste</td>
<td>546,868</td>
<td>-</td>
<td>454,588</td>
<td>(92,280)</td>
</tr>
<tr>
<td>Dumpster Fee</td>
<td>66,745</td>
<td>-</td>
<td>91,187</td>
<td>24,442</td>
</tr>
<tr>
<td>Certified Copies of Marriage Licenses</td>
<td>39,625</td>
<td>-</td>
<td>41,285</td>
<td>1,660</td>
</tr>
<tr>
<td>Interstate Waste</td>
<td>260,065</td>
<td>-</td>
<td>264,858</td>
<td>4,793</td>
</tr>
<tr>
<td>Settlements</td>
<td>650,000</td>
<td>-</td>
<td>-</td>
<td>(650,000)</td>
</tr>
<tr>
<td>Death Certificates</td>
<td>74,925</td>
<td>-</td>
<td>66,745</td>
<td>(8,180)</td>
</tr>
<tr>
<td>Vacant Property Registration</td>
<td>223,865</td>
<td>-</td>
<td>138,605</td>
<td>(85,260)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>46,426,357</strong></td>
<td><strong>-</strong></td>
<td><strong>50,541,146</strong></td>
<td><strong>4,114,789</strong></td>
</tr>
</tbody>
</table>

| STATE AID WITHOUT OFFSETTING APPROPRIATIONS | | | | |
| Consolidated Municipal Property Tax Relief | 10,408,207 | - | 10,408,207 | - |
| Energy Receipts Tax | 53,436,478 | - | 53,436,478 | - |
| GSPT In Lieu of Tax Payment | 15,837 | - | 15,837 | - |
| Building Aid Allowances for School Aid | 3,189,788 | - | 3,189,788 | - |
| **Total** | **67,050,310** | **-** | **67,050,310** | **-** |

| DEDICATED UNIFORM CONSTRUCTION CODE FEES OFFSET WITH APPROPRIATIONS | | | | |
| Uniform Construction Code Fees | 7,889,787 | - | 6,543,764 | $(1,346,023) |

| PUBLIC AND PRIVATE REVENUES OFSET WITH APPROPRIATIONS | | | | |
| Distracted Driving Grant | 5,500 | - | 5,500 | - |
| Health Corner Store Initiative | 5,000 | - | 5,000 | - |
| Highlands TDR Feasibility | 40,000 | - | 40,000 | - |
| Innovation Team Grant | 676,394 | - | 676,394 | - |
| Recreational Opportunities for Individuals with Disabilities (ROID Grant) | 20,000 | - | 20,000 | - |
| Municipal Drug Alliance | - | - | 213,903 | 213,903 |
| NJDOH - Journal Square Pedestrian Safety | - | - | 220,000 | 220,000 |
| Hudson Regional Health Commission | - | - | - | - |
| OLPHW - STD | - | - | 47,791 | 47,791 |
| Drunk Driver Enforcement Fund | 14,625 | - | - | 14,625 |
| Urban Area Security Initiative (UASI) | - | - | 1,710,000 | 1,710,000 |
| Recycling Tonnage Grant | 298,152 | - | - | 298,152 |
| Community Service Block Grant (CSBG) | 529,955 | - | 395,326 | 952,281 |
| AARP - Tree Planting | - | - | 3,000 | 3,000 |
| NJDOH - Woman, Infants & Children (WIC) | - | - | 1,802,583 | 1,802,583 |
| Summer Food Program | 626,915 | - | - | 626,915 |
| Senior Nutrition | 1,225,438 | - | - | 1,225,438 |
| Food Insecurity Nutrition | 8,425 | - | - | 8,425 |
| YMCA State Alliance Healthy NJ Contest | - | - | 500 | 500 |
| Tarentino Community Policing Grant | - | - | 10,000 | 10,000 |

See Accompanying Notes to Financial Statements
## CITY OF JERSEY CITY
### CURRENT FUND
#### FOR THE YEAR ENDED DECEMBER 31, 2017

### STATEMENT OF REVENUES - REGULATORY BASIS

<table>
<thead>
<tr>
<th>MISCELLANEOUS REVENUES: (continued)</th>
<th>Anticipated</th>
<th>Budget as Adopted</th>
<th>N.J.S.A 40A:4-87</th>
<th>Realized</th>
<th>Excess or (Deficit)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS (continued)</strong></td>
<td></td>
<td>$1,033</td>
<td>$5,034,144</td>
<td>$1,033</td>
<td>$5,034,144</td>
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<tr>
<td>Healthy Community</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>HUD - CDBG</td>
<td></td>
<td>-</td>
<td>1,354,363</td>
<td>-</td>
<td>1,354,363</td>
</tr>
<tr>
<td>HUD - HOME</td>
<td></td>
<td>-</td>
<td>2,420,486</td>
<td>-</td>
<td>2,420,486</td>
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<tr>
<td>HUD - Emergency Solutions</td>
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<td>-</td>
<td>457,848</td>
<td>-</td>
<td>457,848</td>
</tr>
<tr>
<td>Sub-Regional Transportation</td>
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<td>-</td>
<td>99,328</td>
<td>-</td>
<td>99,328</td>
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<tr>
<td>JTPA</td>
<td></td>
<td>-</td>
<td>2,965,248</td>
<td>-</td>
<td>2,965,248</td>
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<tr>
<td>Port Security Fire</td>
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<td>$225,000</td>
<td>-</td>
<td>$225,000</td>
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<tr>
<td>Port Security Police</td>
<td></td>
<td>-</td>
<td>$163,431</td>
<td>-</td>
<td>$163,431</td>
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<tr>
<td>Cities of Service - Vista</td>
<td></td>
<td>25,000</td>
<td>-</td>
<td>25,000</td>
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<td>Green Acres - Berry Lane</td>
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<td>$1,100,000</td>
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<td>1,100,000</td>
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<td>Body Worn Cameras Program</td>
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<td>$100,000</td>
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<td>100,000</td>
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<td>Body Armor Replacement</td>
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<td>$71,364</td>
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<td>STD Education</td>
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<td>$122,183</td>
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<td>$122,183</td>
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<tr>
<td>STD Screening - High Risk</td>
<td></td>
<td>-</td>
<td>$45,000</td>
<td>-</td>
<td>45,000</td>
</tr>
<tr>
<td>Municipal Aid - Various Streets</td>
<td></td>
<td>$1,038,402</td>
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<td>$1,038,402</td>
<td>-</td>
</tr>
<tr>
<td>Local Safety Program - MLK Drive</td>
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<td>-</td>
<td>$399,714</td>
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<td>399,714</td>
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<tr>
<td>Local Safety Program - Communipaw Ave.</td>
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<td>$736,383</td>
<td>-</td>
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<tr>
<td>Clean Communities Program</td>
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<td>$387,918</td>
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<td>387,918</td>
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<tr>
<td>Summer Works Initiative</td>
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<td>$190,000</td>
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<td>190,000</td>
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<tr>
<td>Comprehensive Traffic Safety</td>
<td></td>
<td>$26,700</td>
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<td>26,700</td>
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<tr>
<td>Make-A-Splash</td>
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<td>$3,380</td>
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<td>3,380</td>
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<tr>
<td>CLPP (Porsche)</td>
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<td>$194,025</td>
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<td>194,025</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Miscellaneous Revenues** | **307,423,385** | **18,284,386** | **332,288,181** | **6,678,410** |

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See Accompanying Notes to Financial Statements

Page 11
CITY OF JERSEY CITY  
CURRENT FUND  
FOR THE YEAR ENDED DECEMBER 31, 2017  
STATEMENT OF REVENUES - REGULATORY BASIS

<table>
<thead>
<tr>
<th>Anticipated</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget as</td>
<td>N.J.S.A</td>
<td></td>
<td></td>
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<tr>
<td>Adopted</td>
<td>40A:4-87</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Realized</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

**RECEIPTS FROM DELINQUENT TAXES:**

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<tr>
<th>Subtotal - General Revenues</th>
<th>$812,309</th>
<th>$2,262,775</th>
<th>$1,450,466</th>
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</thead>
<tbody>
<tr>
<td>Subtotal - General Revenues</td>
<td>348,097,944</td>
<td>18,284,386</td>
<td>374,511,206</td>
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<tr>
<td>AMOUNT TO BE RAISED BY TAXES FOR</td>
<td>228,298,260</td>
<td>-</td>
<td>228,890,002</td>
</tr>
<tr>
<td>SUPPORT OF MUNICIPAL BUDGET:</td>
<td>-</td>
<td>-</td>
<td>591,742</td>
</tr>
<tr>
<td>Local Tax Including Reserve for Uncollected Taxes</td>
<td>-</td>
<td>3,916,031</td>
<td>-</td>
</tr>
<tr>
<td>Addition to Local District School Tax</td>
<td>-</td>
<td>-</td>
<td>8,565,681</td>
</tr>
<tr>
<td>Minimum Library Tax</td>
<td>-</td>
<td>241,371,714</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount to be Raised by Taxes</td>
<td>240,779,972</td>
<td>-</td>
<td>591,742</td>
</tr>
<tr>
<td>Total Budget Revenues</td>
<td>588,877,916</td>
<td>18,284,386</td>
<td>615,882,920</td>
</tr>
<tr>
<td>Non-Budget Revenues</td>
<td>-</td>
<td>-</td>
<td>5,882,618</td>
</tr>
<tr>
<td>Total General Revenues</td>
<td>$588,877,916</td>
<td>$18,284,386</td>
<td>$621,765,538</td>
</tr>
</tbody>
</table>

Ref. A-3  
Budgeted A-2a $615,882,920  
Non-budgeted A-2b 5,882,618  
$621,765,538

See Accompanying Notes to Financial Statements
CITY OF JERSEY CITY
CURRENT FUND
FOR THE YEAR ENDED DECEMBER 31, 2017

STATEMENT OF REVENUES - REGULATORY BASIS
ANALYSIS OF BUDGET REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Collected in Current Year, including Homestead Benefit</td>
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<td>$486,389,391</td>
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<tr>
<td>Less: Overpayments Payable</td>
<td>A-22</td>
<td>2,176,043</td>
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<td>Current Year Taxes Collected in Current Year</td>
<td>A-7</td>
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<td>Current Year Taxes Collected in Prior Year</td>
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<td>State Share of Sr. Citizens &amp; Veterans Deductions</td>
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<td>Current Taxes Realized in Cash</td>
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<td>Add: Appropriation for &quot;Reserve for Uncollected Taxes&quot;</td>
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<td>Allocated to:</td>
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<td>School Taxes</td>
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<td>County Taxes</td>
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<td>Special District Taxes</td>
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<td>Municipal Open Space Tax</td>
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<td>Total Allocated to School and County Taxes</td>
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<tr>
<td>Amount for Support of Municipal Budget Appropriations</td>
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<td>Receipts from Delinquent Taxes:</td>
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<td>Delinquent Taxes Collected</td>
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<td>State Share of Prior Year Senior Citizen Deductions</td>
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<td>Tax Title Liens Collected</td>
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<td>Adjustment to Prior Year SID Reserves</td>
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<td>Total Receipts from Delinquent Taxes</td>
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<td>Accrual per Revenue Accounts Receivable</td>
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<td>State Aid Allocation Anticipated</td>
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See Accompanying Notes to Financial Statements
CITY OF JERSEY CITY  
CURRENT FUND  
FOR THE YEAR ENDED DECEMBER 31, 2017  
STATEMENT OF REVENUES - REGULATORY BASIS  
ANALYSIS OF NON-BUDGET REVENUES

Increased by Cash Received from:

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<td>Used Motor Vehicle License</td>
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<td>Laidlaw Properties UR</td>
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<td>Filming Permits</td>
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<td>Miscellaneous- City Clerk</td>
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<td>Carnival Fee</td>
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See Accompanying Notes to Financial Statements
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<tbody>
<tr>
<td>Food Handlers Course</td>
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<td>Miscellaneous</td>
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<td>Police Training Fees</td>
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<td>Special Privileges</td>
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<td>Bail Forfeiture</td>
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<td>Mechanical Amusement Devices</td>
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<td>Loading Zones</td>
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<td>372 Pacific</td>
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<td>Pay Telephone Lic.</td>
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<td>Reimburse Damaged Property</td>
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<td>Search Fees</td>
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<td><strong>Total</strong></td>
<td><strong>$5,882,618</strong></td>
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See Accompanying Notes to Financial Statements
# City of Jersey City
## Current Fund
### Statement of Appropriations - Regulatory Basis

### (A) Operations - Within "CAPS"
#### Office of the Mayor

<table>
<thead>
<tr>
<th>Appropriations</th>
<th>Adopted Budget</th>
<th>Budget After Modification</th>
<th>Paid or Charged</th>
<th>Encumbered</th>
<th>Reserved</th>
<th>Unexpended Balance Canceled</th>
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<tbody>
<tr>
<td>Mayor's Office</td>
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<td>127,601</td>
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#### City Clerk and Municipal Council

<table>
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<tr>
<th>Appropriations</th>
<th>Adopted Budget</th>
<th>Budget After Modification</th>
<th>Paid or Charged</th>
<th>Encumbered</th>
<th>Reserved</th>
<th>Unexpended Balance Canceled</th>
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<tbody>
<tr>
<td>Office of the City Clerk</td>
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<td>Municipal Election</td>
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#### Human Resources

<table>
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<tr>
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<th>Adopted Budget</th>
<th>Budget After Modification</th>
<th>Paid or Charged</th>
<th>Encumbered</th>
<th>Reserved</th>
<th>Unexpended Balance Canceled</th>
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<tbody>
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#### Department of Administration

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<th>Budget After Modification</th>
<th>Paid or Charged</th>
<th>Encumbered</th>
<th>Reserved</th>
<th>Unexpended Balance Canceled</th>
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See Accompanying Notes to Financial Statements
## CITY OF JERSEY CITY
### CURRENT FUND
#### FOR THE YEAR ENDED DECEMBER 31, 2017

### STATEMENT OF APPROPRIATIONS - REGULATORY BASIS

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<th>Budget After Modification</th>
<th>Paid or Encumbered</th>
<th>Expended</th>
<th>Reserved</th>
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See Accompanying Notes to Financial Statements
CITY OF JERSEY CITY
CURRENT FUND
FOR THE YEAR ENDED DECEMBER 31, 2017
STATEMENT OF APPROPRIATIONS - REGULATORY BASIS

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<th>Budget After Modification</th>
<th>Paid or Expended</th>
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<td>Director's Office</td>
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See Accompanying Notes to Financial Statements
### CITY OF JERSEY CITY
### CURRENT FUND
### FOR THE YEAR ENDED DECEMBER 31, 2017

#### STATEMENT OF APPROPRIATIONS - REGULATORY BASIS

<table>
<thead>
<tr>
<th>INSURANCE</th>
<th>Adopted Budget</th>
<th>Budget After Modification</th>
<th>Paid or Charged</th>
<th>Encumbered</th>
<th>Reserved</th>
<th>Unexpended Balance Canceled</th>
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<tr>
<td>Insurance - All Departments</td>
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<td>$16,684,496</td>
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<td>93,101,688</td>
<td>74,578,329</td>
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<td>1,650,000</td>
<td>1,617,442</td>
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<table>
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<th>UNCLASSIFIED</th>
<th>Adopted Budget</th>
<th>Budget After Modification</th>
<th>Paid or Charged</th>
<th>Encumbered</th>
<th>Reserved</th>
<th>Unexpended Balance Canceled</th>
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</thead>
<tbody>
<tr>
<td>Municipal Publicity</td>
<td>30,000</td>
<td>30,000</td>
<td>7,932</td>
<td>2,500</td>
<td>19,568</td>
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<td>Other Municipal Advertising</td>
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<td>Celebration of Public Events</td>
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<td>1,500,000</td>
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<td>2,605,005</td>
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<td>8,749</td>
<td>5,400</td>
<td>1,173,586</td>
<td>64,820</td>
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<td>1,843,544</td>
<td>136,457</td>
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<td>4,010</td>
<td>2,000</td>
<td>979</td>
<td>1,634,881</td>
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</table>

#### (B) Contingent:
- Total Operations Including Contingent within "CAPS" | 419,525,403 | 419,523,700 | 375,334,511 | 26,654,920 | 17,333,039 | - |

### Total Appropriations for Municipal Purposes Within "CAPS"
- $484,145,740 | $484,145,740 | $439,773,149 | 26,654,920 | 17,217,671 | - |

#### (A) Operations - Excluded from "CAPS"

<table>
<thead>
<tr>
<th>GENERAL GOVERNMENT</th>
<th>Adopted Budget</th>
<th>Budget After Modification</th>
<th>Paid or Charged</th>
<th>Encumbered</th>
<th>Reserved</th>
<th>Unexpended Balance Canceled</th>
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<tr>
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<td>$8,966,755</td>
<td>$8,865,920</td>
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<td>385,317</td>
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<td>1,313,586</td>
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<td>Total Operations Excluded from &quot;CAPS&quot;</td>
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<td>11,366,755</td>
<td>10,551,889</td>
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See Accompanying Notes to Financial Statements
### CITY OF JERSEY CITY
### CURRENT FUND
### FOR THE YEAR ENDED DECEMBER 31, 2017

#### STATEMENT OF APPROPRIATIONS - REGULATORY BASIS

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<th>Expended Paid or Charged</th>
<th>Unexpended Balance</th>
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<td>City Match</td>
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<td>NIDOH - Journal Square Pedestrian Safety</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Local Safety Program - Conimunipav Ave.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Clean Communities Program</td>
<td>$387,918</td>
<td>$387,918</td>
<td>$387,918</td>
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<tr>
<td>Summer Works Initiative</td>
<td>$190,000</td>
<td>$190,000</td>
<td>$190,000</td>
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<td></td>
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<tr>
<td>Comprehensive Traffic Safety</td>
<td>$26,700</td>
<td>$26,700</td>
<td>$26,700</td>
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<td></td>
<td></td>
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<tr>
<td>Make-A-Splash</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>CLPP (Porsche)</td>
<td>$104,006</td>
<td>$27,892</td>
<td>$27,892</td>
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<tr>
<td>Trust Fund (Housing and Urban Development Grants):</td>
<td>$7,144,431</td>
<td>$25,428,817</td>
<td>$25,400,925</td>
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<tr>
<td>Community Development Block Grant</td>
<td>$5,034,144</td>
<td>$5,034,144</td>
<td>$5,034,144</td>
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<tr>
<td>Home Investment Partnership</td>
<td>$1,194,365</td>
<td>$1,194,365</td>
<td>$1,194,365</td>
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<td></td>
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<tr>
<td>Housing Opportunities for Persons with AIDS</td>
<td>$2,420,486</td>
<td>$2,420,486</td>
<td>$2,420,486</td>
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<tr>
<td>Emergency Solutions Grant</td>
<td>$457,848</td>
<td>$457,848</td>
<td>$457,848</td>
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<tr>
<td>Total Operations - Excluded from &quot;CAPS&quot;</td>
<td>$18,511,386</td>
<td>$36,795,572</td>
<td>$35,454,614</td>
<td></td>
<td></td>
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<tr>
<td>Detail:</td>
<td>$18,511,386</td>
<td>$36,795,572</td>
<td>$35,454,614</td>
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<td></td>
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</tbody>
</table>

See Accompanying Notes to Financial Statements

20
CITY OF JERSEY CITY
CURRENT FUND
FOR THE YEAR ENDED DECEMBER 31, 2017

STATEMENT OF APPROPRIATIONS - REGULATORY BASIS

### Appropriations

<table>
<thead>
<tr>
<th>Appropriations</th>
<th>Adopted Budget</th>
<th>Budget After Modification</th>
<th>Paid or Encumbered</th>
<th>Reserved</th>
<th>Canceled Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(C) Capital Improvements - Excluded from &quot;CAPS&quot;</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$300,000</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| **(D) Municipal Debt Service** |
| General Debt Service: |
| Serial Bonds - General Qualified | 5,162,000 | 5,162,000 | 5,162,000 | - | - |
| Serial Bonds - General Refunding | 24,895,000 | 24,895,000 | 24,895,000 | - | - |
| Serial Bonds - General Principal | 4,235,000 | 4,235,000 | 4,235,000 | - | - |
| Serial Bonds - General Interest | 4,053,588 | 4,053,588 | 4,053,588 | - | - |
| Fire Pension Refunding Bonds - Interest | 916,236 | 916,236 | 916,236 | - | - |
| Police Pension Refunding Bonds - Interest | 1,140,485 | 1,140,485 | 1,140,485 | - | - |
| Interest on Bonds - General Qualified | 1,148,937 | 1,148,937 | 1,148,937 | - | - |
| Interest on Bonds - General Refunding | 7,226,196 | 7,226,196 | 7,226,196 | - | - |
| Interest on Notes - General and Refunding | 622,104 | 622,104 | 622,104 | - | - |
| Bond Anticipation Notes - Principal | 1,997,166 | 1,997,166 | 1,997,166 | - | - |
| Green Trust Loan Repayments for Principal and Interest | 3,111 | 3,111 | 3,111 | - | - |
| Multi Parks | 38,243 | 38,243 | 38,243 | - | - |
| Wayne Street Park | 9,022 | 9,022 | 9,022 | - | - |
| Apple Tree House | 14,670 | 14,670 | 14,670 | - | - |
| Roberto Clemente Park | 17,662 | 17,662 | 17,662 | - | - |
| Sgt. Anthony Park | 9,018 | 9,018 | 9,018 | - | - |
| Marion Pavonia Pool | 26,428 | 26,428 | 26,428 | - | - |
| Berry Lane | 8,084 | 8,084 | 8,084 | - | - |
| Build America Bonds - Principal | 1,690,000 | 1,690,000 | 1,690,000 | - | - |
| Build America Bonds - Interest | 5,895,767 | 5,895,767 | 5,895,767 | - | - |
| Police/Fire Pension Refunding Bonds-Prim. | 1,055,000 | 1,055,000 | 1,055,000 | - | - |
| Assessment Bonds - Principal | 595,000 | 595,000 | 595,000 | - | - |
| Assessment Bonds - Interest | 453,243 | 453,243 | 453,243 | - | - |
| Water Debt Service: |
| Serial Bonds - General Qualified | 3,415,000 | 3,415,000 | 3,415,000 | - | - |
| Serial Bonds - Refunding | 1,025,000 | 1,025,000 | 1,025,000 | - | - |
| Interest on Bonds - Refunding | 460,431 | 460,431 | 460,431 | - | - |
| Interest on Bonds - Qualified | 289,524 | 289,524 | 289,524 | - | - |
| **Total General Appropriations for Municipal Purposes - Excluded from "CAPS"** | 67,001,905 | 67,001,905 | 67,001,905 | - | - |

See Accompanying Notes to Financial Statements
### CITY OF JERSEY CITY
### CURRENT FUND
### FOR THE YEAR ENDED DECEMBER 31, 2017

#### STATEMENT OF APPROPRIATIONS - REGULATORY BASIS

<table>
<thead>
<tr>
<th>Appropriations</th>
<th>Adopted Budget</th>
<th>Budget After Modification</th>
<th>Expended</th>
<th>Unexpendable Balance Cancelled</th>
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</thead>
<tbody>
<tr>
<td>(K) Local District School Purposes - Excluded from &quot;CAPS&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TYPE I DISTRICT SCHOOL DEBT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Serial Bonds - School Qualified</td>
<td>$6,325,000</td>
<td>$6,325,000</td>
<td>$6,325,000</td>
<td>$ -</td>
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<tr>
<td>Interest on Bonds - School Qualified</td>
<td>780,819</td>
<td>780,819</td>
<td>780,819</td>
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<tr>
<td>Total</td>
<td>$7,105,819</td>
<td>$7,105,819</td>
<td>$7,105,819</td>
<td>-</td>
</tr>
<tr>
<td>(O) TOTAL GENERAL APPROPRIATIONS - EXCLUDED FROM &quot;CAPS&quot;</td>
<td>99,851,406</td>
<td>118,135,792</td>
<td>118,794,834</td>
<td>1,340,958</td>
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<tr>
<td>(L) Subtotal General Appropriations</td>
<td>583,997,146</td>
<td>602,281,532</td>
<td>556,567,983</td>
<td>26,654,520</td>
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<tr>
<td>(M) Reserve for Uncollected Taxes</td>
<td>4,880,770</td>
<td>4,880,770</td>
<td>4,880,770</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL GENERAL APPROPRIATIONS</td>
<td>$588,877,916</td>
<td>$607,162,302</td>
<td>$561,448,753</td>
<td>19,058,529</td>
</tr>
</tbody>
</table>

#### Notes
- Ref. A-1: Reserve for Uncollected Taxes
- Ref. A-2: Cash Disbursements
- Ref. A-4: Qualified Bonds Paid by State
- Ref. A-15: Deferred Charges
- Ref. A-16: Reimbursements - Interfunds
- Ref. A-17: Capital Improvement Fund
- Ref. A-18: Payroll Clearing
- Ref. A-20: State and Federal Grants

See Accompanying Notes to Financial Statements
## CITY OF JERSEY CITY TRUST FUND
### AS OF DECEMBER 31, 2017 AND 2016
#### COMPARATIVE BALANCE SHEET - REGULATORY BASIS

<table>
<thead>
<tr>
<th>Ref.</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Control Fund:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Cash Equivalents:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B-1</td>
<td>$ 59,073</td>
<td>$ 47,394</td>
</tr>
<tr>
<td>Other Funds:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and Cash Equivalents:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Trust</td>
<td>34,070,443</td>
<td>34,789,030</td>
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<tr>
<td>Insurance Trust</td>
<td>815,641</td>
<td>209,610</td>
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<tr>
<td>Unemployment Insurance Trust</td>
<td>1,583,380</td>
<td>1,487,828</td>
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<tr>
<td>Law Enforcement Trust</td>
<td>2,119,528</td>
<td>2,181,799</td>
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<tr>
<td>Community Development Block Grant</td>
<td>1,951,142</td>
<td>1,974,836</td>
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<tr>
<td>Home Investments Partnership Program</td>
<td>893,862</td>
<td>734,234</td>
</tr>
<tr>
<td>HOPWA Grant</td>
<td>54,242</td>
<td>54,242</td>
</tr>
<tr>
<td>Martin Luther King (MLK)</td>
<td>93,534</td>
<td>99,444</td>
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<tr>
<td>Total Cash and Cash Equivalents</td>
<td>41,581,772</td>
<td>41,531,023</td>
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<tr>
<td>Deferred Charges</td>
<td>B-7 36,488,560</td>
<td>37,397,181</td>
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<tr>
<td>Interfunds Receivable</td>
<td>B-8 153,900</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>B-9 689,154</td>
<td>106,404</td>
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<tr>
<td></td>
<td></td>
<td>78,913,386</td>
</tr>
<tr>
<td>Payroll Clearing Fund:</td>
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<td></td>
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<tr>
<td>Cash and Cash Equivalents:</td>
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<td></td>
</tr>
<tr>
<td>B-1</td>
<td>12,994,428</td>
<td>2,171,384</td>
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<tr>
<td>Interfunds Receivable</td>
<td>B-18 72,567</td>
<td>97,938</td>
</tr>
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<td></td>
<td></td>
<td>13,066,995</td>
</tr>
<tr>
<td>Open Space, Recreation and Historic Preservation Trust Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interfunds Receivable</td>
<td>B-21 623,000</td>
<td></td>
</tr>
<tr>
<td>Total Trust Fund Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 92,662,454</td>
<td>$ 81,351,324</td>
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See Accompanying Notes to Financial Statements
CITY OF JERSEY CITY  
TRUST FUND  
AS OF DECEMBER 31, 2017 AND 2016  
COMPARATIVE BALANCE SHEET - REGULATORY BASIS

<table>
<thead>
<tr>
<th>Ref.</th>
<th>Liabilities and Reserves</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Animal Control Fund:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Interfunds Payable</td>
<td>B-2</td>
<td>96</td>
</tr>
<tr>
<td></td>
<td>Due to State of New Jersey</td>
<td>B-3</td>
<td>197</td>
</tr>
<tr>
<td></td>
<td>Reserve for Encumbrances</td>
<td>B-4</td>
<td>3,344</td>
</tr>
<tr>
<td></td>
<td>Reserve for Expenditures</td>
<td>B-5</td>
<td>41,499</td>
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<tr>
<td></td>
<td>Prepaid Licenses</td>
<td>B-6</td>
<td>13,937</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>59,073</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Other Funds:</td>
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<tr>
<td></td>
<td>Interfunds Payable</td>
<td>B-9</td>
<td>923,295</td>
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<td>Intergovernmental Payables</td>
<td>B-10</td>
<td>654,248</td>
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<td>Reserve for Encumbrances</td>
<td>B-11</td>
<td>17,456,304</td>
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<td>Reserve for:</td>
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<td></td>
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<tr>
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<td>Dedicated Revenues and Special Deposits</td>
<td>B-12</td>
<td>27,795,185</td>
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<tr>
<td></td>
<td>Insurance Expenditures</td>
<td>B-16</td>
<td>815,641</td>
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<tr>
<td></td>
<td>Unemployment Expenditures</td>
<td>B-14</td>
<td>1,199,934</td>
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<tr>
<td></td>
<td>Federal Forfeitures</td>
<td>B-15</td>
<td>1,087,612</td>
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<tr>
<td></td>
<td>State Forfeitures</td>
<td>B-15</td>
<td>1,591,462</td>
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<td>Federal Grant Expenditures</td>
<td>B-13</td>
<td>27,389,705</td>
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<td>78,913,386</td>
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<tr>
<td></td>
<td>Payroll Clearing Fund:</td>
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<tr>
<td></td>
<td>Interfunds Payable</td>
<td>B-18</td>
<td>11,469,449</td>
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<tr>
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<td>Due to Library</td>
<td>B-19</td>
<td>79,270</td>
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<td>Reserve for Payroll Deductions</td>
<td>B-20</td>
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<td>13,066,995</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Open Space, Recreation and Historic Preservation Trust Fund</td>
<td>B-22</td>
<td>623,000</td>
</tr>
<tr>
<td></td>
<td>Reserve for Expenditures</td>
<td></td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td>Total Trust Fund Liabilities and Reserves</td>
<td></td>
<td>$ 92,662,454</td>
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</table>

See Accompanying Notes to Financial Statements
24
### CITY OF JERSEY CITY
### GENERAL CAPITAL FUND
### AS OF DECEMBER 31, 2017 AND 2016
### COMPARATIVE BALANCE SHEET - REGULATORY BASIS

#### Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>Ref.</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Cash Equivalents</td>
<td>C-2; C-3</td>
<td>$ 56,313,000</td>
<td>$ 69,544,114</td>
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<tr>
<td>Deferred Charges to Future Taxation:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funded</td>
<td>C-4</td>
<td>422,696,779</td>
<td>468,414,405</td>
</tr>
<tr>
<td>Unfunded</td>
<td>C-5</td>
<td>54,237,887</td>
<td>55,145,081</td>
</tr>
<tr>
<td>Deferred Charges to Future Water Rents - Unfunded</td>
<td>C-6</td>
<td>329,337</td>
<td>1,461,658</td>
</tr>
<tr>
<td>Interfund Receivable</td>
<td>C-7</td>
<td>21,150,000</td>
<td>25,590,000</td>
</tr>
<tr>
<td>Due from Municipal Utilities Authority</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Assets</td>
<td></td>
<td>$ 554,727,003</td>
<td>$ 620,155,258</td>
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#### Liabilities and Reserves

<table>
<thead>
<tr>
<th>Description</th>
<th>Ref.</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interfund Payable</td>
<td>C-8</td>
<td>$ 500,009</td>
<td>$ 32,617</td>
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<tr>
<td>Reserve for Encumbrances</td>
<td>C-17</td>
<td>14,466,259</td>
<td>16,023,817</td>
</tr>
<tr>
<td>Improvement Authorizations:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funded</td>
<td>C-9</td>
<td>28,343,765</td>
<td>29,430,993</td>
</tr>
<tr>
<td>Unfunded</td>
<td>C-12</td>
<td>20,830,000</td>
<td>27,155,000</td>
</tr>
<tr>
<td>School Serial Bonds Payable</td>
<td>C-13</td>
<td>352,980,000</td>
<td>390,017,000</td>
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<tr>
<td>General Serial and Term Bonds Payable</td>
<td>C-14</td>
<td>36,710,000</td>
<td>38,365,000</td>
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<tr>
<td>Pension Refunding Bonds</td>
<td>C-15</td>
<td>21,150,000</td>
<td>25,590,000</td>
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<tr>
<td>Water Serial Bonds Payable</td>
<td>C-16</td>
<td>11,226,000</td>
<td>11,821,000</td>
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<tr>
<td>Local Improvement Bonds</td>
<td>C-11</td>
<td>950,779</td>
<td>1,056,405</td>
</tr>
<tr>
<td>Green Trust Loans Payable</td>
<td>C-10</td>
<td>24,901,000</td>
<td>26,898,194</td>
</tr>
<tr>
<td>Bond Anticipation Notes</td>
<td>C-20</td>
<td>377,066</td>
<td>77,066</td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>C-19</td>
<td>3,528,302</td>
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<tr>
<td>Reserve for Retirement of Debt</td>
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<td>3,002,382</td>
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<td>Other Reserves</td>
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<td>553,298,896</td>
<td>618,849,017</td>
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<td>Fund Balance</td>
<td>C-1</td>
<td>1,428,110</td>
<td>1,306,241</td>
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<tr>
<td>Total Liabilities, Reserves, and Fund Balance</td>
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<td>$ 554,727,006</td>
<td>$ 620,155,258</td>
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#### Bonds and Notes Authorized But Not Issued

<table>
<thead>
<tr>
<th>Description</th>
<th>Ref.</th>
<th>2017</th>
<th>2016</th>
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<tbody>
<tr>
<td></td>
<td>C-21</td>
<td>$ 29,336,887</td>
<td>$ 29,708,545</td>
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</tbody>
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See Accompanying Notes to Financial Statements

25
CITY OF JERSEY CITY
GENERAL CAPITAL FUND
FOR THE YEARS ENDED DECEMBER 31, 2017 and 2016

COMPARATIVE STATEMENT OF CHANGES IN FUND BALANCE - REGULATORY BASIS

<table>
<thead>
<tr>
<th>Ref</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-8</td>
<td>$166,444</td>
<td>$15,517</td>
</tr>
<tr>
<td>C-18</td>
<td></td>
<td>301,218</td>
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<tr>
<td></td>
<td>166,444</td>
<td>316,735</td>
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<td>C-2</td>
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<td>1,941,950</td>
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<tr>
<td>C-10</td>
<td>28</td>
<td>159</td>
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<tr>
<td></td>
<td></td>
<td>499,632</td>
</tr>
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<td>C-2</td>
<td>44,578</td>
<td>2,441,741</td>
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<tr>
<td>C</td>
<td>1,306,241</td>
<td>3,431,247</td>
</tr>
<tr>
<td>C</td>
<td>$1,428,107</td>
<td>$1,306,241</td>
</tr>
</tbody>
</table>

See Accompanying Notes to Financial Statements

26
### CITY OF JERSEY CITY
### GENERAL FIXED ASSETS
### AS OF DECEMBER 31, 2017 AND 2016

#### COMPARATIVE BALANCE SHEET - REGULATORY BASIS

<table>
<thead>
<tr>
<th>Assets</th>
<th>Ref</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>D-1</td>
<td>$ 127,760,200</td>
<td>$ 138,916,522</td>
</tr>
<tr>
<td>Improvements</td>
<td>D-1</td>
<td>231,648,416</td>
<td>130,980,911</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>D-1</td>
<td>54,923,714</td>
<td>79,395,979</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td></td>
<td><strong>$ 414,332,330</strong></td>
<td><strong>$ 349,293,412</strong></td>
</tr>
</tbody>
</table>

**Investment in Fixed Assets:**
- **Total Investment in Fixed Assets:**
  - **2017:** $ 414,332,330
  - **2016:** $ 349,293,412

*See Accompanying Notes to Financial Statements*
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

The City of Jersey City (the "City") is organized as a Mayor – Council municipality under the provisions of N.J.S.A. 40:69A. The City is governed by an elected Mayor and Council, and by such other officers and employees as may be duly appointed. The Council consists of nine members, six of whom are elected from the City's six wards and three of whom are elected at-large by voters of the City. The Mayor is also elected directly by the voters of the City. The Mayor and each Council member serve a term of four years beginning on the first day of July next following their election.

The financial statements of the City include every board, body, officer or commission supported and maintained wholly or in part by funds appropriated by the City, as required by N.J.S.A. 40A:5-5. The Governmental Accounting Standards Board (herein referred to as "GASB") establishes criteria to be used to determine which component units should be included in the financial statements of the primary government (the City). The State of New Jersey, Department of Community Affairs, Division of Local Government Services (the "Division") requires the financial statements of the City to be reported separately from its component units. If the provisions of GASB had been complied with, the financial statements of the following component units would have been discretely presented with the financial statements of the City:

- Jersey City Incinerator Authority
- Exchange Place Alliance SID
- Jersey City Central Ave SID
- Jackson Hill Main Street SID
- Journal Square SID
- McGinley Square SID
- Historic Downtown SID
- Jersey City Free Public Library
- Jersey City Employment & Training Program, Inc.
- Jersey City Economic Development Corp
- Jersey City Municipal Utilities Authority
- Jersey City Employees' Retirement System
- Jersey City Housing Authority
- Jersey City Redevelopment Agency

(1) The City dissolved and assumed control of the Jersey City Incinerator Authority on April 1, 2016.

Audit reports of the component units are available at the offices of each of the respective component units.

The Jersey City Board of Education became a Type II School District effective November 4, 2008, rendering the entity no longer a component unit of the City. However, material outstanding bonds remain on the City's books which were originally issued prior to this date when the City operated as a Type I School District, at which time it met the criteria for inclusion as a component unit. See also "Note O. Related Party Transactions".
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

BASIS OF PRESENTATION

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. GASB codification establishes three fund categories to be used by general purpose governmental units when reporting financial position and results of operations in accordance with accounting principles generally accepted in the United States of America (GAAP).

The financial statements of the City have been prepared in conformity with accounting principles and practices prescribed by the Division, which differ from GAAP. The principles and practices prescribed by the Division are designed primarily for determining compliance with legal provisions and budgetary restrictions and as a means of reporting on the stewardship of public officials with respect to public funds. Under this method of accounting, the City accounts for its financial transactions through the following separate funds and account group, which differ from the fund structure required by GAAP.

DESCRIPTION OF FUNDS

Current Fund - is used to account for all resources and expenditures for governmental operations of a general nature.

Federal and State Grants Fund – is used to account for receivables due from grantor agencies and the balance of grant awards available for spending, after first having been formally adopted by Current Fund budget or subsequent insertion in the budget in accordance with N.J.S.A. 40A:4-87. This fund is presented within the City's Current Fund statements and schedules.

General Capital Fund - is used to account for the receipt and disbursement of funds for the acquisition of general capital facilities, other than those acquired in the Current Fund or other funds. Also included in this fund are bonds and notes payable offset by deferred charges to future taxation and deferred charges to future water rents.

General Fixed Assets - is not a separate fund type, but is an account group used to account for all fixed assets of the City.
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

DESCRIPTION OF FUNDS (continued)

Trust Funds - are used to account for receipts, custodianship and disbursement of dedicated revenues in accordance with the purpose for which each reserve was created, subject to available cash in each individual trust fund reserve established pursuant to applicable state statutes or as an agent for individuals and other governmental agencies. The City has the following Trust Funds:

   Animal Control Trust Fund - is used to account for fees collected from dog and cat licenses and expenditures which are regulated by N.J.S.A 4:19-15.11.

   Trust Fund – Other Funds - is used to account for the assets and resources held by the City in a trustee or agent capacity. Included in this fund are moneys collected and disbursed for the purposes of: employee and employer contributions and obligations resulting from the administration of unemployment benefits, Council on Affordable Housing and NJHMFA fees, tax sale redemption and premiums, restitution, dedicated penalties, bid deposits, developer and other escrow accounts, the parking offenses adjudication act, public defender fees, self-insurance reserves, federal and state forfeitures, federal community block grant programs, miscellaneous other items and donations of various sorts and the outside employment of off-duty police officers whereas fees are charged contractors for the use of police officers and vehicles and police officer overtime is then paid from these contractor’s fees.

   Payroll Clearing Fund – is an agency fund established to account for assets transferred by the City from its other funds for the payment of employee payrolls and as agent of federal and state governments in the collection and remittance of employee withholding taxes, retirement contributions, social security taxes and other required remittances.

   Municipal Open Space, Recreation and Historic Preservation Fund - is used to account for the receipt of funds raised through a dedicated tax and corresponding expenditures as allowable under N.J.S.A. 40A:12-15.7 and as authorized by referendum. This fund was established in 2017.
The accounts of the City are maintained in accordance with the Division's principles of fund accounting to ensure observance of limitations and restrictions on resources available. The Division's principles of fund accounting require that resources be classified for accounting and reporting purposes into funds in accordance with activities or objectives specified for the resources. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance (equity), revenues and expenditures. Resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. General Fixed Assets, on the other hand, is a financial reporting device designed to provide accountability for certain fixed assets and the investment in those fixed assets that are not recorded in the funds because they do not directly affect net expendable available financial resources.

**BASIS OF ACCOUNTING**

The City prepares its financial statements on a basis of accounting prescribed by the Division that demonstrates compliance with a modified accrual basis and the budget laws of the State of New Jersey, which is a special purpose framework of accounting other than accounting principles generally accepted in the United States of America. The current financial resources focus and modified accrual basis of accounting is generally followed with significant exceptions which are explained as follows:

**Revenues** - Revenues are realized when received in cash except for certain amounts which are due from other governmental units. Receipts from Federal revenue sharing funds and other Federal and State grants are realized as revenue when anticipated in the budget. Receivables for property taxes and other amounts that are due to the City are recorded with offsetting reserves on the balance sheet of the Current Fund. Such amounts are not recorded as revenue until collected. Accordingly, no provision has been made to estimate that portion of receivables that are uncollectible. Taxes and payments in lieu of taxes collected in advance are recorded as cash liabilities in the financial statements. GAAP requires revenues to be recognized in the accounting period when they become measurable and available and in certain instances reduced by an allowance for doubtful accounts.

**Reserve for Uncollected Taxes** - Reserve for Uncollected Taxes is required to provide assurance that cash collected for taxes in the current year will provide sufficient cash flow to meet expected obligations. The minimum amount of Reserve for Uncollected Taxes is determined on the percentage of collections experienced in the immediate preceding year, unless allowable alternative methods are utilized. A Reserve for Uncollected Taxes is not established under GAAP.
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Expenditures – Expenditures are recorded on the “budgetary” basis of accounting. Generally, expenditures are recorded when an amount is encumbered for goods or services through the issuance of a purchase order in conjunction with the encumbrance accounting system. Appropriation reserves covering unexpended appropriation balances are automatically created at the end of each year and recorded as liabilities, except for amounts which may be canceled by the governing body. Appropriations for principal and interest payments on general capital indebtedness are provided on the cash basis. GAAP requires expenditures in the current (or general) fund to be recognized in the accounting period in which the fund liability is incurred, if measurable, except for un-matured interest on general long-term debt, which should be recognized when due.

Encumbrances – Encumbrances are contractual orders outstanding at year end reported as expenditures through the establishment of an encumbrance payable. Outstanding encumbrances at year end are reported as a cash liability in the financial statements. Encumbrances do not constitute expenditures under GAAP.

Appropriation Reserves – Appropriations are available until lapsed at the close of the succeeding year to meet specific claims, commitments or contracts incurred during the preceding fiscal year. Transfers are allowed between certain line items during the first three months of the fiscal year. Lapsed appropriation reserves are recorded as other credits to income. Appropriation Reserves do not exist under GAAP.

Interfunds - Advances from the current fund are reported as interfunds receivable with offsetting reserves which are created by charges to operations. Income is recognized in the year the receivables are liquidated. Interfunds receivable in the other funds are not offset by reserves. GAAP does not require the establishment of an offsetting reserve.

Inventories of Supplies - The costs of inventories of supplies for all funds are recorded as expenditures at the time the individual items are purchased. The costs of inventories are not included on the various balance sheets. GAAP requires the cost of inventories to be reported as a current asset and equally offset by a fund balance reserve.

Property Acquired for Taxes – Property Acquired for Taxes is recorded in the current fund at the assessed valuation when the property was acquired and is subsequently updated for revaluations. The value of the property is fully reserved. GAAP requires such property to be recorded as a fixed asset at market value on the date of acquisition.
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Deferred Charges to Future Taxation (Funded and Unfunded) - Upon the authorization of general capital projects, the City establishes deferred charges for the costs of the capital projects to be raised by future taxation. Funded deferred charges relate to permanent debt issued, whereas unfunded deferred charges relate to temporary or non-funding of the authorized costs of capital projects. The City may levy taxes on all taxable property within the City to repay the debt. Annually, the City raises the debt requirements for that particular year in the current budget. As the funds are raised by taxation, the deferred charges are reduced. GAAP does not require the establishment of deferred charges to future taxation.

Deferred Charges to Future Water Rents – Upon the authorization of water capital projects, the City establishes deferred charges for the costs of the capital projects to be raised by future water rents. Funded deferred water rents relate to permanent debt issued. The City may impose water rents on all water users within the City to repay the debt. GAAP does not require the establishment of deferred charges to future water rents.

Improvement Authorizations – Improvement Authorizations in the general capital fund represent the unexpended balance of an ordinance appropriation and is similar to the unexpended portion of the budget in the current fund. GAAP does not recognize these amounts as liabilities.

Long-Term Obligations - General long-term debt is recognized as a liability of the General Capital Fund for the full principal amount.

Compensated Absences and Post-Employment Benefits - Compensated absences for vacation, sick leave and other compensated absences are recorded and provided for in the annual budget in the year in which they are paid, on a pay-as-you-go basis. Likewise, no accrual is made for post-employment benefits, if any, which are also funded on a pay-as-you-go basis. GAAP requires that the amount that would normally be liquidated with expendable financial resources to be recorded as an expenditure in the operating funds and the remaining obligations be recorded as long-term obligations.

Net Pension Liabilities - Had generally accepted accounting principles been followed, the City's share of its actuarially determined net pension liabilities for the Public Employees Retirement System (“PERS”) and Police and Fire Retirement System (“PFRS”) would be required to be accrued on the City’s balance sheet. Accounting practices prescribed by the Division of Local Government Services only require note disclosure of these liabilities and related actuarial information. The City appropriates annually the amounts required to be paid in any fiscal year in that year’s budget its share of PERS and PFRS obligations.
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

General Fixed Assets - Accounting for Governmental Fixed Assets as promulgated by the Division differs in certain respects from GAAP, and requires the inclusion of a statement of general fixed assets as part of the City’s basic financial statements.

Fixed assets used in governmental operations (general fixed assets) are accounted for in an account group identified as “General Fixed Assets” and are not included within the records of any fund types. Purchases from these funds for fixed assets are recorded as expenditures within the fund. Public domain (infrastructure) general fixed assets consisting of certain improvements, other than improvements to buildings, such as improvements to roads, bridges, curbs and gutters, streets and sidewalks and drainage systems, are not capitalized.

All fixed assets, except land, are valued at historical cost or estimated historical cost if actual historical cost is not available. Expenditures for construction in progress are recorded in the Capital Fund against authorizations under which the project was approved until such time as the construction is completed and put into operation.

The City is required to maintain a subsidiary ledger of detailed records of fixed assets and to provide property management standards to control fixed assets. General fixed assets are defined as non-expendable personal property having a physical existence, a useful life of more than five years and an acquisition cost of $5,000 or more per unit.

The City has developed a fixed assets accounting and reporting system based on an inspection and appraisal prepared by an independent appraisal firm.

Fixed assets acquired through grants in aid or contributed capital have not been accounted for separately.

No depreciation has been provided in the financial statements.

GAAP requires the recording of infrastructure assets and requires capital assets be depreciated over their estimated useful life unless they are either inexhaustible or are infrastructure assets reported using the modified approach.
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Reserves (Other than Reserve for Receivables) - Reserves, other than reserve for receivables, are considered liabilities, and not as a reservation of fund balance.

Reserves for Receivables - Receivables of the City, with the exception of certain intergovernmental receivables, are offset on the balance sheet with a credit that is created to preserve the revenue recognition basis required by the Division’s accounting policies. The reserve delays the recognition of these revenues until they are received in cash.

Sale of Municipal Assets - The proceeds of the sale of municipal assets can be held until made available through a future budget appropriation. GAAP requires such proceeds to be recorded as revenue in the year of sale.

Use of Estimates - The preparation of financial statements requires management to make estimates and assumptions that affect: the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Advertising Costs - Advertising costs are charged against the appropriate budget line as they occur. The City does not engage in direct-response advertising.

Fund Balance - Fund equity represented on the financial statements consists solely of Fund Balance, which is not further categorized with respect to reservations (portions of fund equity not available for appropriation for expenditure or legally segregated for a specific future use) or designations (plans for future use of financial resources).

Budgets and Budgetary Accounting – The City is required to adopt an annual budget and integrate it into the accounting system to provide budgetary control over revenues and expenditures. Budget amounts presented in the accompanying financial statements represent amounts adopted by the City and approved by the Division in accordance with the Local Budget Law. Budgets are adopted on the same basis of accounting utilized for the preparation of the City’s financial statements. The budgetary requirements herein outlined are applicable to only the Current Fund, and not the Trust Fund, Capital Fund or General Fixed Assets.

Statutes further require the City to annually adopt a six-year capital plan. This plan allows the governing body to expend or incur obligations for capital purposes only. Such projects under the plan must be adopted through capital ordinance.
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

BASIS OF ACCOUNTING (continued)

Budgets and Budgetary Accounting – continued.

The City must adhere to procedures for adoption of its annual budget as established by the Division. These procedures include statutory deadlines of: February 10 for introduction and approval and March 20 for adoption. These dates are subject to extension by the Division by approval of the Local Finance Board. Appropriations within the adopted budget cannot be modified until the final two months of the year at which time transfers between certain line items are allowed. Transfers from appropriations excluded from “CAPS” are prohibited unless they are between debt service appropriations. Under certain circumstances emergency authorizations and insertions of items of revenue and appropriation are allowed by authorization of the governing body, subject to approval of the Division.

The City must prepare its budgets in compliance with applicable laws capping the amounts by which both the budgeted appropriations and the tax levy can be increased. A description of both “CAPS” follows:

**1977 Appropriation "CAP":** The 1977 Appropriation Cap is calculated using the formulas and provisions of N.J.S.A. 40A:4-45.1 through 4-45.43a. The law was originally adopted in 1976 and was most recently amended in 2003. Under this law, the City is permitted to increase its overall appropriations (with certain exceptions) by 2.5% or the “cost of living adjustment” (COLA), whichever is less. The COLA is calculated based on the traditional Federal government inflation calculation. The City can, when the COLA is less than or equal to 2.5%, increase its allowable inside-the-cap spending to 3.5%, upon passage of a COLA Rate Ordinance.

**2010 Levy "CAP":** The 2010 Levy Cap is calculated using the formulas and provisions of N.J.S.A 40A:4-45.44 through 45.47. It establishes limits on the increase in the total City amount to be raised by taxation (tax levy). The core of the levy cap formula is a 2% increase to the previous year's amount to be raised by taxation, net of any applicable cap base adjustments and emergency or special emergency appropriations.
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Investments - New Jersey governmental units are required to deposit public funds in a public depository. Public depositories are defined by statutes as any state or federally chartered bank, savings bank or an association located in New Jersey or a state or federally chartered bank, savings bank or an association located in another state with a branch office in New Jersey, the deposits of which are insured by the Federal Deposit Insurance Corporation (“FDIC”) and which receives or holds public funds on deposit, but does not include deposits held by the State of New Jersey Cash Management Fund. N.J.S.A. 40A:5-15.1 provides a list of securities which may be purchased by New Jersey municipal units.

The City is also required to annually adopt a cash management plan and to deposit or invest its funds pursuant to the cash management plan. The cash management plan adopted by the City requires it to deposit funds as permitted in N.J.S.A 40:5-15.1, so long as the funds are deposited in public depositories protected from loss under the provisions of the Governmental Unit Deposit Protection Act (GUDPA). GUDPA was enacted in 1970 to protect governmental units from a loss of funds on deposit with a failed banking institution in New Jersey and requires all public depositories pledge collateral, having a market value of five percent of the average daily balance of collected public funds, to secure the deposits of governmental units. If a public depository fails, the collateral it has pledged, plus the collateral of all other public depositories in the collateral pool, is available to pay the full amount of their deposits to the governmental units.

In 2009, legislation revised GUDPA to provide higher levels of security and oversight. The revised GUDPA ensures a common level of deposit risk for each bank choosing to accept local government deposits. It requires banks to fully collateralize deposits over $200 million, implements enforcement protocol which allows the Department of Banking and Insurance to institute risk-based collateral requirements promptly when a bank shows signs of stress, provides enhanced oversight by the Department of Banking and Insurance and permits GUDPA certificates to be provided through an online system.

Cash Equivalents include certificate of deposits with a maturity date of three (3) month or less.

Also see Note B - Cash and Cash Equivalents.
NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

BASIC FINANCIAL STATEMENTS

The GASB Codification also requires the financial statements of a governmental unit presented in the general purpose financial statements to be in accordance with GAAP. The City presents financial statements which are required by the Division and which differ from the financial statements required by GAAP. These financial statements are listed in the table of contents.

Comparative Data - Comparative data for the prior year has been presented in the accompanying balance sheets and statements of operations in order to provide an understanding of changes in the City's financial position and operations. Comparative data is not presented in all statements because their inclusion would make certain statements unduly complex and difficult to understand.

Reclassifications - Certain reclassifications have been made to the prior year financial statement presentation to correspond to the current year's format. These reclassifications had no effect on fund balance and changes in fund balance.

Reconciliation of Accounting Basis - As described throughout Note A, substantial differences exist between GAAP and the budgetary basis prescribed by the Division. Reconciliation between the two would not be meaningful or informative and therefore is not provided herein.

NOTE B. CASH AND CASH EQUIVALENTS

DEPOSITS

The City's cash and cash equivalents on deposit are partially insured by the FDIC up to $250,000 for each depository. Deposits in excess of FDIC limits, as noted below, are insured or collateralized by a collateral pool maintained by public depositories as required by GUDPA (see Note A - Cash and Investments) or are on deposit with the New Jersey Cash Management Fund or Municipal Investors Service Corporation.

Custodial Credit Risk - Custodial credit risk is the risk that, in the event of a bank failure, the City will not be able to recover deposits or collateral securities that are in the possession of an outside party. The City does not have a deposit policy for custodial credit risk.
NOTE B. CASH AND CASH EQUIVALENTS (continued)

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are:

a. Uncollateralized.
b. Collateralized with securities held by the pledging financial institution.
c. Collateralized with securities held by the pledging financial institution’s trust department or agent but not in the City’s name.

The City’s cash and cash equivalents on deposit at December 31, 2017 and 2016 are summarized in the following table. As of December 31, 2017, 70% of the City’s deposits were with one financial institution and the remaining 30% of deposits were distributed among seven financial institutions. As of December 31, 2016, 53% of the City’s deposits were with one financial institution, 20% with another and 18% with a third. The remaining 9% of deposits were distributed among five financial institutions.

<table>
<thead>
<tr>
<th>At December 31,</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>FDIC Insured</td>
<td>$1,541,460</td>
<td>$1,893,799</td>
</tr>
<tr>
<td>GUDPA Insured</td>
<td>$238,554,562</td>
<td>$241,326,094</td>
</tr>
<tr>
<td>New Jersey Cash Management Fund</td>
<td>$114,697</td>
<td>$113,730</td>
</tr>
<tr>
<td>Total</td>
<td>$240,210,719</td>
<td>$243,333,623</td>
</tr>
</tbody>
</table>

Foreign Currency Risk - Foreign currency risk is the risk that changes in exchange rates will adversely affect deposits. None of the City’s deposits as of December 31, 2017 and 2016 are known to be held in foreign currency.

INVESTMENTS

Custodial Credit Risk - In the case of investments, custodial credit risk is the risk that, in the event of failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities in the possession of an outside party. Investments are exposed to custodial credit risk if they are uninsured, are not registered in the City’s name and are held by either the counterparty or its trust department or agent, but not in the City’s name.
New Jersey statutes permit the City to purchase the following types of securities when authorized by the cash management plan (described in note A):

- Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
- Government money market mutual funds.
- Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor.
- Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located.
- Bonds or other obligations having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by local units.
  - Local Finance Notice 2017-24 further authorizes local governments, such as the City, to invest in notes issued by New Jersey municipalities, counties, fire districts and boards of education without prior Division approval, so long as such investments are incorporated into a cash management plan.
  - Debt obligations from the following local government entities are statutorily authorized to be incorporated into a cash management plan without being subject to a 397-day maturity limit: Parking Authorities, Sewerage and Utilities Authorities, County Improvement Authorities, Pollution control Financing Authority, certain Water Commissions, Municipal Port Authorities, Municipal Shared Service Energy Authority as well as bonds issued pursuant to the Local Redevelopment and Housing Law by authorities, redevelopment agencies, municipalities and counties.
- Local government investment pools.
- Deposits with the State of New Jersey Cash Management Fund.
- Agreements for the repurchase of fully collateralized securities if (a) the underlying securities are permitted investments pursuant to the first and third bullets of this section, (b) the custody of collateral is transferred to a third party, (c) the maturity of the agreement is not more than 30 days, (d) the underlying securities are purchased through a public depository and (e) a master repurchase agreement providing for the custody and security of collateral is executed.
NOTE B. CASH AND CASH EQUIVALENTS (continued)

Foreign Currency Risk - Investments are also exposed to the same foreign currency risk as deposits. It is the risk that changes in exchange rates will adversely affect investments. The City does not have any investments denominated in foreign currency as of December 31, 2017 and 2016.

Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk – Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City does not have an investment policy regarding the management of credit risk.

Concentration of Credit Risk - The City places no formal limit on the amount it may invest in any one issuer. New Jersey Statutes limit municipal investments to those specified and summarily identified in the first paragraph of the “Investments” section of this Note. Currently, the City’s only investments consist of deposits in the New Jersey Cash Management Fund and MBIA Municipal Investors Service Corporation, which are both classified as Government Investment Pools.

The City’s investments at December 31, 2017 and 2016 are presented as follows:

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Fair Value*</th>
<th>Investment Maturities (in Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt; 1</td>
<td>1 - 5</td>
</tr>
<tr>
<td>At December 31, 2017:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Investment Pools</td>
<td>$114,697</td>
<td>$114,697</td>
</tr>
<tr>
<td>At December 31, 2016:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Investment Pools</td>
<td>$113,730</td>
<td>$113,730</td>
</tr>
</tbody>
</table>

* Short-term investments are carried at cost, which approximates fair value.

Government Investment Pools consists of investments in the New Jersey Cash Management Fund and MBIA Municipal Investors Service Corporation. Because of their liquidity, these investments are classified as cash and cash equivalents on the financial statements of the City. These investments are described in more detail as follows.
NOTE B. CASH AND CASH EQUIVALENTS (continued)

New Jersey Cash Management Fund - All investments in the New Jersey Cash Management Fund are governed by the regulations of the State Investment Council, which prescribe specific standards designed to insure the quality of investments and to minimize the risks related to investments. In addition to the Investment Council regulations, the Division of Investment sets further standards for specific investments and monitors the credit of all eligible securities issues on a regular basis. In all the years of the Division of Investment’s existence, it has never suffered a default of principal or interest on any short-term security held by it due to the bankruptcy of a securities issuer; nevertheless, the possibility always exists, and for this reason a reserve is being accumulated in the New Jersey Cash Management Fund as additional protection for the other-than-State participants, which includes the City. The City does not own specific identifiable securities, but instead has a net realizable interest in the joint value of the fund. There is no available credit rating for the New Jersey Cash Management Fund. As of December 31, 2017 and 2016, the City had a balance of $114,697 and $113,730, respectively, in the New Jersey Cash Management Fund.

NOTE C. PROPERTY TAXES

PROPERTY TAX CALENDAR

Property tax revenues are collected in quarterly installments due February 1, May 1, August 1 and November 1. The City annually holds an accelerated tax sale which includes unpaid taxes, as well as assessments and other municipal charges, as of November 11 of the current year.

The amount of tax levied includes not only the amount required in support of the City’s annual budget, but also the amounts required in support of the budget of the following entities:

County Taxes - The City is responsible for levying, collecting and remitting county taxes for the County of Hudson. Operations is charged for the amount due the County for the year, based upon the ratables required to be certified to the County Board of Taxation by January 10 of the current year. Monies are forwarded to the County quarterly. In addition, operations is charged for the County share of Added and Omitted Taxes certified to the County Board of Taxation by October 10 of the current year, and due to be paid to the County by February 15 of the following year. As of December 31, 2017 and 2016, the City had County taxes payable of $1,490,205 and $1,070,539, respectively.
NOTE C. PROPERTY TAXES (continued)

School Taxes - The City is responsible for levying, collecting and remitting school taxes for the local school district. Monies are forwarded to the school district monthly. Operations is charged for the full amount due to operate the local school district, and is based upon the annual County certification of apportionment of levies. As of December 31, 2017 and 2016, the City had no school taxes payable.

Special Improvement District - The City is responsible for levying, collecting and remitting Special Improvement District (SID) taxes for the Central Ave SID, Journal Square Restoration Corp. SID, Historic Downtown / Newark Ave SID, McGinley Square Partnership SID and the Jackson Hill Main Street SID. The SID taxes are derived from assessments made upon the members within the SID. Monies are forwarded to the SIDs monthly. As of December 31, 2016 and 2015, the City had on reserve for SIDs $137,326 and $208,752, respectively.

Municipal Open Space Taxes – In 2017, voters of the City approved a referendum for the collection of an additional $0.01 per 100 dollars of assessed valuation to be added to the tax levy and dedicated to provide funding for approved open space purposes. Operations is charged for the amount due to the Open Space Trust Fund, based upon the annual County certification of apportionment of levies. The municipal open space tax levied during the years ended December 31, 2017 and 2016 was $623,000 and $-0-, respectively.

PROPERTY TAXES RECEIVABLE

Reserve for Uncollected Taxes - Reserve for Uncollected Taxes is a non-spending item of appropriation required by statute to be included in the City’s annual budget. This appropriation protects the City from taxes not paid currently by providing assurance that cash collected in the current year will provide sufficient cash flow to meet obligations as they become due. The minimum amount required to be appropriated in the budget is determined on the percentage of collections experiences in the immediate preceding year, unless the three-year average option is chosen. For the years ended December 31, 2017 and 2016, the budgeted reserve for uncollected taxes was $4,880,770 and $3,847,492, respectively.

Delinquent Taxes and Tax Title Liens - As described in Note A, taxes receivable and tax title liens are realized as revenue when collected. Uncollected receivables are fully reserved, so no provision is made for the uncollectible portions of these taxes. As of December 31, 2017 and 2016, property taxes receivable were $10,252,653 and $4,265,328, respectively, and tax title liens receivable were $37,154, each year.
NOTE C. PROPERTY TAXES (continued)

Prepaid Taxes - Taxes collected in advance are recorded as cash liabilities in the financial statements. Prepaid taxes as of December 31, 2017 and 2016 were $14,023,865 and $2,953,483, respectively.

Tax Overpayments - Overpaid taxes collected during the year and due to taxpayers either as a refund or tax credit are recorded as cash liabilities in the financial statements. Tax overpayments as of December 31, 2017 and 2016 were $2,176,043 and $2,377,608, respectively.

Property Acquired by Tax Title Lien Liquidation - The City held its annual accelerated tax sale on December 19, 2017. The value of properties acquired by tax title liens at December 31, 2017 and 2016 were $1,455,500, each year.

When such property is sold in the manner provided by statute and sales contracts are entered into in lieu of cash sales, a separate account must be maintained for "Sales Contracts Receivable - Property Acquired for Taxes". The value of such receivables at December 31, 2017 and 2016 were $285,550, each year.

NOTE D. MUNICIPAL DEBT

SUMMARY OF MUNICIPAL DEBT

The Local Bond Law governs the issuance of bonds to finance general municipal and utility capital expenditures. Most bonds are retired in serial installments within the statutory period of usefulness. Other bonds may be term bonds with sinking fund requirements. Bonds issued by the City are general obligation bonds, backed by the full faith and credit of the City. Bond Anticipation Notes, which are issued to temporarily finance capital projects, must be paid off within ten years or retired by the issuance of bonds.

Qualified Bonds - Certain bonds of the City are issued pursuant to the Municipal Qualified Bond Act. Under this act, portions of State Aid revenues are withheld by the State of New Jersey and forwarded directly to paying agents for principal and interest payments of such bonds. The City is responsible to certify maturity schedules of the qualified bonds to the State. Qualified bonds are identified within each of bond schedules that follow. During the years ended December 31, 2017 and 2016, the State of New Jersey paid $46,019,272 and $48,039,760, respectively, of qualified bond interest and principal maturities on behalf of the City in lieu of direct State Aid payments to the City.
NOTE D. MUNICIPAL DEBT (continued)

School Debt (Included as Obligations of the City) – In the general election of November 4, 2008, the Jersey City Board of Education was voted to become a Type II School District. As such, statutes require bonds and notes issued and authorized by the Board of Education to be included in the City’s statutory gross debt, but are not obligations of the City. Only the amount of school district debt exceeding the school district’s debt limit, if any, is included in the net debt of the City.

However, prior to the general election of November 4, 2008, including its time as a State-Operated School District from October 4, 1989 through April 17, 2008, the Jersey City Board of Education operated as a Type I school district. Therefore any bonds and notes issued and authorized by the Board of Education prior to November 4, 2008, and still outstanding as of December 31, 2017 and 2016, remain general obligations of the City.

Statutory Debt - At December 31, 2017 and 2016, the City’s statutory debt as defined by the Local Bond Law is summarized as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued:</td>
<td>Issued and Outstanding</td>
<td>Authorized but Note Issued</td>
</tr>
<tr>
<td>General:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Improvement Bonds</td>
<td>$352,980,000</td>
<td>$27,499,629</td>
</tr>
<tr>
<td>Green Trust Loans</td>
<td>950,779</td>
<td>-</td>
</tr>
<tr>
<td>Bond Anticipation Notes</td>
<td>24,901,000</td>
<td>-</td>
</tr>
<tr>
<td>Local Improvement Bonds</td>
<td>11,226,000</td>
<td>-</td>
</tr>
<tr>
<td>Water Improvement Bonds</td>
<td>21,150,000</td>
<td>-</td>
</tr>
<tr>
<td>School Improvement Bonds</td>
<td>20,830,000</td>
<td>1,587,258</td>
</tr>
<tr>
<td>Pension Refunding Bonds</td>
<td>36,710,000</td>
<td>-</td>
</tr>
<tr>
<td>Total Gross Statutory Debt Issued</td>
<td>468,747,779</td>
<td>29,336,887</td>
</tr>
<tr>
<td>Debt of JCMUA Guaranteed by City</td>
<td>150,221,941</td>
<td>-</td>
</tr>
<tr>
<td>Less Statutory Deductions to Debt Limit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt of JCMUA Guaranteed by City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due from JCMUA for Issued Water Debt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds and Notes for School Purposes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NISA40A:2-52 Refunding Bonds: Pension Refunding</td>
<td>36,710,000</td>
<td>-</td>
</tr>
<tr>
<td>Net Statutory Bonds and Notes Issued and Authorized but not Issued</td>
<td>$350,037,779</td>
<td>$27,749,629</td>
</tr>
</tbody>
</table>
NOTE D. MUNICIPAL DEBT (continued)

In addition to the general capital debt shown in the preceding schedule, the City had additional debt which, in accordance with statutes, is not included as part of the City’s statutory debt position. All such debt is recorded in the Current Fund and is as follows:

Current Fund Debt

Issued:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Notes (40A:4-55):</td>
<td>$ 9,700,000</td>
<td>$ 14,700,000</td>
</tr>
<tr>
<td>Severance Liabilities</td>
<td>4,000,000</td>
<td>5,000,000</td>
</tr>
<tr>
<td>Revaluation of Properties</td>
<td></td>
<td>897,496</td>
</tr>
<tr>
<td>Superstorm Sandy</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$13,700,000</td>
<td>$20,597,496</td>
</tr>
</tbody>
</table>

Summary of Long-Term Debt - The following is a summary of changes in long-term debt for the year ended December 31, 2017:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>School Serial Bonds</td>
<td>$27,155,000</td>
<td>$6,325,000</td>
<td>$20,830,000</td>
<td>$27,155,000</td>
<td>$4,900,000</td>
</tr>
<tr>
<td>General Serial and Term Bonds</td>
<td>390,017,000</td>
<td>37,037,000</td>
<td>352,980,000</td>
<td>358,842,000</td>
<td>5,275,000</td>
</tr>
<tr>
<td>Pension Refunding Bonds</td>
<td>38,365,000</td>
<td>1,655,000</td>
<td>36,710,000</td>
<td>35,842,000</td>
<td></td>
</tr>
<tr>
<td>Water Serial Bonds</td>
<td>25,590,000</td>
<td>4,440,000</td>
<td>21,150,000</td>
<td>4,600,000</td>
<td></td>
</tr>
<tr>
<td>Local Improvement Bond</td>
<td>11,821,000</td>
<td>595,000</td>
<td>11,226,000</td>
<td>595,000</td>
<td></td>
</tr>
<tr>
<td>Green Trust Loans</td>
<td>1,056,405</td>
<td></td>
<td>105,626</td>
<td>103,239</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$494,004,405</td>
<td>$50,157,626</td>
<td>$443,846,779</td>
<td>$51,315,239</td>
<td></td>
</tr>
</tbody>
</table>

The following is a summary of changes in long-term debt for the year ended December 31, 2016:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>School Serial Bonds</td>
<td>$39,510,000</td>
<td>$12,355,000</td>
<td>$27,155,000</td>
<td>$39,510,000</td>
<td>$6,325,000</td>
</tr>
<tr>
<td>General Serial and Term Bonds</td>
<td>397,630,950</td>
<td>26,777,000</td>
<td>350,017,000</td>
<td>358,842,000</td>
<td>359,820,000</td>
</tr>
<tr>
<td>Pension Refunding Bonds</td>
<td>39,775,000</td>
<td>1,410,000</td>
<td>38,365,000</td>
<td>1,655,000</td>
<td></td>
</tr>
<tr>
<td>Water Serial Bonds</td>
<td>28,645,000</td>
<td>3,245,000</td>
<td>25,590,000</td>
<td>4,400,000</td>
<td></td>
</tr>
<tr>
<td>Local Improvement Bond</td>
<td>11,821,000</td>
<td>11,821,000</td>
<td>11,821,000</td>
<td>959,000</td>
<td></td>
</tr>
<tr>
<td>Green Trust Loans</td>
<td>1,159,951</td>
<td>103,546</td>
<td>1,056,405</td>
<td>103,626</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$506,720,901</td>
<td>$38,788,000</td>
<td>$494,004,405</td>
<td>$49,102,626</td>
<td></td>
</tr>
</tbody>
</table>

Scheduled Amortization $49,705,546
Additional Principal Paid on Refunding $1,798,550

(1) New issues and retirements are shown net of amounts refunded, which are described more fully as follows.
NOTE D. MUNICIPAL DEBT (continued)

Debt Refunding – On July 13, 2017, the City issued General Improvement Refunding Bonds, Taxable Series 2017A, in the amount of $70,915,000, the proceeds of which, together with premiums of $1,055,000 refunded $71,970,000 of the General Improvement ‘Build America’ Bonds, Taxable Series 2010B issued on November 3, 2010 in the original amount of $84,495,000. Proceeds were also used to pay certain costs associated with the issuance of the bonds.

On May 13, 2016, the City issued General Obligation Refunding Bonds, Series 2016, in the amount of $32,335,000, consisting of:

- $26,000,000 General Improvement Refunding Bonds, Series 2016A, the proceeds of which refunded $24,418,000 of the callable Qualified General Improvement Bonds, Series 2009 issued on February 10, 2009 in the original amount of $39,928,000, and $2,705,950 of the callable Qualified General Improvement Bonds, Series 2009A issued on December 30, 2009 in the original amount of $3,380,950.
- $6,335,000 Water Improvement Refunding Bonds, Series 2016B, the proceeds of which refunded $6,580,000 of callable Qualified Water Refunding Bonds, Series 2006D issued on March 30, 2006 in the original amount of $6,660,000.
- Proceeds were also used to pay certain costs associated with the issuance of the bonds.

On November 2, 2016, the City issued Refunding Bonds consisting of:

- $18,635,000 General Improvement Refunding Bonds, Taxable Series 2016A, the proceeds of which refunded $17,725,000 of the Qualified General Improvement Bonds, Series 2007A issued on April 25, 2007 in the original amount of $27,680,000.
- $3,945,000 Water Refunding Bonds, Taxable Series 2016B, the proceeds of which refunded $3,755,000 of Qualified Water Refunding Bonds, Series 2007B issued on April 25, 2007 in the original amount of $10,930,000.
- Proceeds were also used to pay certain costs associated with the issuance of the bonds.

On November 17, 2016, the City issued $11,821,000 of Local Improvement Bonds, Series 2016A for the purposes of funding Ordinance No. 01-057 adopted on June 15, 2001 authorizing the Greene Street Local Improvement Project.

The City also renewed or refunded Bond Anticipation Notes in the amount of $24,901,000. Proceeds of the renewed or refunded notes were used to pay the principal of the maturing notes less statutory minimum payments appropriated through the Current Fund budget. Bond Anticipation Notes are more fully discussed herein.
NOTE D. MUNICIPAL DEBT (continued)

BONDS PAYABLE:

General Serial and Term Bonds Payable - The City has outstanding at December 31, 2017 and 2016 various general serial and term bonds. The following table, which includes fiscal year adjustment bonds in addition to the general improvement bonds, is a summary of the activity for such debt during the year ended December 31, 2017 and the short term liability for each bond outstanding at year end:

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Summary of General Serial Bonds Activity</th>
<th>2018 Summary of General Serial Bonds Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Balance Dec. 31, 2016</td>
<td>Increase</td>
</tr>
<tr>
<td>Qualified Fiscal Year Adjustment Refunding Bonds, Taxable Series 2004D</td>
<td>$1,775,000</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>1,710,000</td>
<td>-</td>
</tr>
<tr>
<td>Qualified Fiscal Year Adjustment Refunding Bonds, Taxable Series 2004D</td>
<td>1,710,000</td>
<td>-</td>
</tr>
<tr>
<td>Qualified Fiscal Year Adjustment Refunding Bonds, Taxable Series 2004D</td>
<td>2,120,000</td>
<td>-</td>
</tr>
<tr>
<td>Qualified Public Improvement Refunding Bonds, Taxable Series 2006B</td>
<td>72,595,000</td>
<td>-</td>
</tr>
<tr>
<td>Qualified General Improvement Refunding Bonds, Series 2007A</td>
<td>4,935,000</td>
<td>-</td>
</tr>
<tr>
<td>Qualified General Improvement Refunding Bonds, Series 2007A</td>
<td>1,585,000</td>
<td>-</td>
</tr>
<tr>
<td>Qualified General Improvement Bond Series 2009</td>
<td>5,415,000</td>
<td>-</td>
</tr>
</tbody>
</table>
### CITY OF JERSEY CITY
### NOTES TO FINANCIAL STATEMENTS
### DECEMBER 31, 2017 AND 2016

#### NOTE D. MUNICIPAL DEBT (continued)

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance Dec. 31, 2016</th>
<th>Increase</th>
<th>Decrease Dec. 31, 2017</th>
<th>Due by Dec. 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified General Improvement HCIA Bonds Series 2009</td>
<td>$695,000</td>
<td>-</td>
<td>$222,000</td>
<td>$232,000</td>
</tr>
<tr>
<td>Issued 12/17/2009 for $2,000,000</td>
<td>Maturing annually on August 1 from 2010 to 2019</td>
<td>Bearing an interest rate of 8%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified General Improvement Bonds JCPA Tax Exempt, Series 2009A</td>
<td>295,000</td>
<td>-</td>
<td>50,000</td>
<td>205,000</td>
</tr>
<tr>
<td>Issued 12/17/2009 for $3,380,950</td>
<td>Maturing annually on July 15 from 2010 to 2029</td>
<td>Bearing interest rates of 4.5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified General Improvement Bonds JCPA Taxable, Series 2009A</td>
<td>300,000</td>
<td>100,000</td>
<td>200,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Issued 12/17/2009 for $1,000,000</td>
<td>Maturing annually on July 15 from 2010 to 2019</td>
<td>Bearing interest rates of 4.75-6.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Improvement Bonds Taxable Series 2010B, Build America Bonds</td>
<td>80,490,000</td>
<td>73,660,000</td>
<td>6,830,000</td>
<td>2,180,000</td>
</tr>
<tr>
<td>For funding of Ordinance No. 09-068 and 10-081</td>
<td>Issued 11/3/2010 for $84,495,000</td>
<td>Maturing annually on Nov. 1, 2011-2027 and 2031-2040</td>
<td>Bearing interest rates of 3.25-7.25%</td>
<td></td>
</tr>
<tr>
<td>General Improvement Bonds, Taxable Series 2011C Recovery Zone Economic Development Bonds</td>
<td>6,420,000</td>
<td>-</td>
<td>6,420,000</td>
<td>-</td>
</tr>
<tr>
<td>For funding of Ordinance No. 09-068 and 10-081</td>
<td>Issued 11/3/2010 for $6,420,000</td>
<td>Maturing annually on Nov. 1, 2011-2025 and 2030, 2035, 2040</td>
<td>Bearing interest rates of 3.25-7.25%</td>
<td></td>
</tr>
<tr>
<td>Qualified General Improvement Refunding Bonds, Series 2011A</td>
<td>6,775,000</td>
<td>-</td>
<td>50,000</td>
<td>6,725,000</td>
</tr>
<tr>
<td>Issued 12/30/2011 for $1,253,000</td>
<td>Maturing semiannually on Sept. 1, 2012 through 2022</td>
<td>Maturing annually on Sept. 1, 2012 through 2022</td>
<td>Bearing interest rates of 1.75-4.00%</td>
<td></td>
</tr>
<tr>
<td>Qualified General Improvement Refunding Bonds, Series 2012</td>
<td>19,555,000</td>
<td>1,440,000</td>
<td>18,115,000</td>
<td>1,490,000</td>
</tr>
<tr>
<td>Issued 8/23/2012 for $24,875,000</td>
<td>Maturing annually on March 1, 2013-2027</td>
<td>Bearing interest rates of 3.00-5.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified General Improvement Refunding Bonds, Series 2012A</td>
<td>14,510,000</td>
<td>1,425,000</td>
<td>13,085,000</td>
<td>1,480,000</td>
</tr>
<tr>
<td>Issued 9/6/2012 for $16,405,000</td>
<td>Maturing annually on Sept. 1, 2013-2025</td>
<td>Bearing interest rates of 2.75-4.00%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### NOTE D. MUNICIPAL DEBT (continued)

**2017 Summary of General Serial Bonds Activity - continued**

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance Dec. 31, 2016</th>
<th>Increase</th>
<th>Decrease</th>
<th>Balance Dec. 31, 2017</th>
<th>Due by Dec. 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified General Improvement Refunding Bonds, Taxable Series 2012C</td>
<td>$4,025,000</td>
<td>$</td>
<td>$170,000</td>
<td>$3,855,000</td>
<td>$170,000</td>
</tr>
<tr>
<td>Issued 9/6/2012 for $4,650,000 Maturing annually on Sept. 1, 2013-2022 and 2033</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Public Improvement Refunding Bonds, Taxable Series 2013A</td>
<td>10,580,000</td>
<td>-</td>
<td>4,185,000</td>
<td>6,395,000</td>
<td>3,110,000</td>
</tr>
<tr>
<td>Issued 3/20/2013 for $24,670,000 Maturing annually on Sept. 1, 2014-2020 Bearing interest rates of 0.942-2.723%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Improvement Bonds, Series 2014 Issued 12/11/2014 for $31,820,000 To Fund Ordinance No. 14.131 Maturing annually on Dec. 1, 2015-2027 Bearing interest rates of 2-3%</td>
<td>27,715,000</td>
<td>-2,085,000</td>
<td>25,630,000</td>
<td>2,145,000</td>
<td></td>
</tr>
<tr>
<td>Qualified General Improvement Refunding Bonds Tax-Exempt Series 2014A</td>
<td>16,410,000</td>
<td>-</td>
<td>2,070,000</td>
<td>14,340,000</td>
<td>2,150,000</td>
</tr>
<tr>
<td>Issued 11/20/2014 for $16,590,000 To refund Qualified General Improvement Bonds dated 11/2/2006 Maturing annually on August 1, 2015-2023 Bearing interest rates of 2-3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Qualified Public Improvement Refunding Bonds, Taxable Series 2014</td>
<td>29,015,000</td>
<td>-340,000</td>
<td>28,675,000</td>
<td>350,000</td>
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<tr>
<td>Issued 11/20/2014 for $29,945,000 To refund Qualified Public Improvement Refunding Bonds dated 3/30/2006 Maturing annually on Sept. 1, 2015-2022 Bearing interest rates of 0.659-3.286%</td>
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<tr>
<td>General Improvement Refunding Bonds, Series 2015A</td>
<td>12,975,000</td>
<td>-</td>
<td>12,975,000</td>
<td>1,630,000</td>
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<tr>
<td>Issued 11/25/2015 for $13,000,000 To refund Qualified Public Improvement Refunding Bonds dated 12/07/2007 Maturing on Feb. 15, 2016 and annually thereafter from 2018-2024 Bearing interest rates of 2.0%-4.0%</td>
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<td>General Improvement Refunding Bonds, Series 2016A</td>
<td>25,620,000</td>
<td>-</td>
<td>25,620,000</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Issued 5/13/2016 for $26,000,000 To refund Qualified General Improvement Bonds dated 2/10/2009 And to refund Qualified General Improvement bonds dated 12/30/2009 Maturing on July 15, 2016 and annually on Jan. 15 from 2020 through 2029 Bearing interest rates of 3.25%-5%</td>
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<tr>
<td>General Improvement Bonds, Series 2016</td>
<td>25,867,000</td>
<td>-1,750,000</td>
<td>24,117,000</td>
<td>1,800,000</td>
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<tr>
<td>Issued 6/29/2016 for $25,867,000 To fund Ordinance No. 16.103 Providing for Various Capital Improvements Maturing annually on July 15 from 2017 through 2029 Bearing interest rates of 2%-4%</td>
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## CITY OF JERSEY CITY
### NOTES TO FINANCIAL STATEMENTS
#### DECEMBER 31, 2017 AND 2016

### NOTE D. MUNICIPAL DEBT (continued)

#### 2017 Summary of General Serial Bonds Activity - continued

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance Dec. 31, 2016</th>
<th>Increase</th>
<th>Decrease</th>
<th>Balance Dec. 31, 2017</th>
<th>Due by Dec. 31, 2018</th>
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<tbody>
<tr>
<td>General Improvement Refunding Bonds, Taxable Series 2016A</td>
<td>$18,635,000</td>
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<td>$408,000</td>
<td>$18,235,000</td>
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<td>Issued 11/2/2016 for $18,635,000</td>
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<tr>
<td>To refund Qualified General Improvement Bonds dated 4/25/2007</td>
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<tr>
<td>Maturing annually on Sept. 1 from 2017 through 2021 and 2023</td>
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<tr>
<td>Bearing interest rates of 1.137%-2.573%</td>
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<tr>
<td>General Improvement Refunding Bonds, Taxable Series 2017A</td>
<td></td>
<td>70,915,000</td>
<td></td>
<td>70,915,000</td>
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<tr>
<td>(Refunding $71,970,000 of Build America Bonds, Series 2010B,</td>
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<tr>
<td>Issued 11/03/2010 for $84,495,000,</td>
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<tr>
<td>Refunding Ordinance No. 16.133)</td>
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<tr>
<td>Refunded</td>
<td>$390,017,000</td>
<td>$70,915,000</td>
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<td>$352,980,000</td>
<td>$35,842,000</td>
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<td>New Debt/Retired on Refunding</td>
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<td>Increase and Decrease Net of Refunding</td>
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<td>$35,982,000</td>
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</table>

The following table is a summary of the activity for general serial and term bonds payable during the year ended December 31, 2016 and the short term liability for each bond outstanding at year end:

#### 2016 Summary of General Serial Bonds Activity

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>General Qualified Refunding Bonds, Taxable Series 2002A</td>
<td>$38,820,000</td>
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<td>$2,865,000</td>
<td>$35,955,000</td>
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<td>Issued 12/01/2002 for $38,820,000</td>
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<tr>
<td>Maturing annually from 2002 to 2016</td>
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<tr>
<td>Bearing interest rates of 5.25%</td>
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<tr>
<td>Qualified Fiscal Year Adjustment: Refunding Bonds, Taxable Series 2004D</td>
<td>2,165,000</td>
<td>-</td>
<td>390,000</td>
<td>1,775,000</td>
<td>410,000</td>
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<tr>
<td>Issued 10/15/2004 for $5,515,000</td>
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<tr>
<td>Maturing annually from 2004 to 2026</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Bearing interest rates of 4.306-5.246%</td>
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<tr>
<td>Qualified Fiscal Year Adjustment: Refunding Bonds, Taxable Series 2004D</td>
<td>2,085,000</td>
<td>-</td>
<td>375,000</td>
<td>1,710,000</td>
<td>395,000</td>
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<tr>
<td>Issued 10/15/2004 for $5,530,000</td>
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<tr>
<td>Maturing annually from 2004 to 2026</td>
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</tr>
<tr>
<td>Bearing interest rates of 4.306-5.246%</td>
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<td></td>
</tr>
<tr>
<td>Qualified Fiscal Year Adjustment: Refunding Bonds, Taxable Series 2004D</td>
<td>2,585,000</td>
<td>-</td>
<td>465,000</td>
<td>2,120,000</td>
<td>490,000</td>
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<tr>
<td>Issued 10/15/2004 for $6,570,000</td>
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<tr>
<td>Maturing annually from 2004 to 2026</td>
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<tr>
<td>Bearing interest rates of 4.306-5.246%</td>
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</table>
NOTE D. MUNICIPAL DEBT (continued)

2016 Summary of General Serial Bonds Activity - continued

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<tbody>
<tr>
<td>Qualified Public Improvement Refunding Bonds, Taxable Series 2006B</td>
<td>$72,595,000</td>
<td>$3,090,950</td>
<td>$2,785,950</td>
<td>$72,595,000</td>
<td>$10,425,000</td>
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<td>Issued 3/30/2006 for $72,595,000</td>
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<tr>
<td>Maturing in one lump sum in 2021</td>
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<tr>
<td>Bearing an interest rate of 5.49%</td>
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<tr>
<td>Qualified Fiscal Year Adjustment Refunding Bonds, Taxable Series 2006E</td>
<td>5,190,000</td>
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<tr>
<td>Issued 3/30/2006 for $27,835,950</td>
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<tr>
<td>Maturing in one lump sum in 2016</td>
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<tr>
<td>Bearing an interest rate of 5.38%</td>
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<tr>
<td>Qualified General Improvement Bonds, Series 2006A</td>
<td>20,501,000</td>
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<td>20,501,000</td>
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<tr>
<td>Issued 11/2/2006 for $32,163,000</td>
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<tr>
<td>Maturing annually from 2006 to 2023</td>
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<tr>
<td>Bearing interest rates of 4.125-4.25%</td>
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<tr>
<td>Qualified General Improvement Refunding Bonds, Series 2007A</td>
<td>27,410,000</td>
<td>-</td>
<td>-</td>
<td>4,935,000</td>
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<tr>
<td>Issued 4/25/2007 for $27,410,000</td>
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<td>4,935,000</td>
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<tr>
<td>Maturing annually from 2014 to 2023</td>
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<tr>
<td>Bearing interest rates of 4.5-5.5%</td>
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<tr>
<td>Qualified General Improvement Refunding Bonds, Series 2007A</td>
<td>3,105,000</td>
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<td>1,520,000</td>
<td>1,585,000</td>
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<td>Issued 12/7/2007 for $26,242,000</td>
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<td>1,585,000</td>
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<tr>
<td>For funding of Ordinance No. 07-162</td>
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<td>Maturing annually on August 1 from 2010 to 2024</td>
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<tr>
<td>Bearing interest rates of 4.4-4.5%</td>
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<tr>
<td>Qualified General Improvement Bonds, Series 2009</td>
<td>31,478,000</td>
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<td>5,415,000</td>
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<td>Issued 12/29/2009 for $39,928,000</td>
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<td>5,415,000</td>
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<tr>
<td>For funding of Ordinance No. 08-148</td>
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<tr>
<td>Maturing annually on January 15 from 2011 to 2029</td>
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<td>Bearing an interest rate of 4%</td>
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<td>Qualified General Improvement HICIA Bonds, Series 2009</td>
<td>307,000</td>
<td>212,000</td>
<td>95,000</td>
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<td>222,000</td>
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<td>Issued 12/17/2009 for $2,000,000</td>
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<td>Maturing annually on August 1 from 2010 to 2019</td>
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<tr>
<td>Bearing an interest rate of 4%</td>
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<tr>
<td>Qualified General Improvement Bonds, JCPA Tax Exempt, Series 2009A</td>
<td>3,080,950</td>
<td>-</td>
<td>2,785,950</td>
<td>295,000</td>
<td>90,000</td>
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<td>Issued 12/17/2009 for $3,080,950</td>
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<tr>
<td>For funding of Ordinance No. 09-109</td>
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<tr>
<td>Maturing annually on July 15 from 2010 to 2029</td>
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<tr>
<td>Bearing interest rates of 4-5%</td>
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</table>
## NOTE D. MUNICIPAL DEBT (continued)

### 2016 Summary of General Serial Bonds Activity - continued

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<tbody>
<tr>
<td>Qualified General Improvement Bonds, XCPA Taxable, Series 2009A</td>
<td>$ 400,000</td>
<td>$</td>
<td>$ 100,000</td>
<td>$ 300,000</td>
<td>$ 100,000</td>
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<td>For funding of Ordinance No. 09-109</td>
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<td>Issued 12/17/2009 for $1,000,000</td>
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<tr>
<td>Bearing interest rates of 4.75-6.00%</td>
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<tr>
<td>General Improvement Bonds, Taxable Series 2010B, Build America Bonds</td>
<td>81,730,000</td>
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<td>120,000</td>
<td>80,530,000</td>
<td>1,690,000</td>
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<td>For funding of Ordinance No. 09-068 and 10-081</td>
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<td>Issued 11/3/2010 for $84,455,000</td>
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<td>Maturing annually on Nov. 1, 2011-2027 and 2031, 2036, 2040</td>
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<td>Bearing interest rates of 3.25-7.25%</td>
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<td>Qualified General Improvement Refunding Bonds, Series 2011A</td>
<td>6,820,000</td>
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<td>45,000</td>
<td>6,775,000</td>
<td>50,000</td>
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<td>Issued 12/30/2011 for $11,253,000</td>
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<td>To refund Qualified General Improvement Bonds dated 9/1/2003</td>
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<td>Maturing semiannually on Sept. 1, 2012-2019 and 2022</td>
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<td>Bearing interest rates of 1.75-4.00%</td>
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<tr>
<td>Qualified General Improvement Refunding Bonds, Series 2012</td>
<td>20,945,000</td>
<td>-</td>
<td>1,390,000</td>
<td>19,555,000</td>
<td>1,440,000</td>
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<td>Issued 8/23/2012 for $24,875,000</td>
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<tr>
<td>For partial funding of Ordinance No. 12-042</td>
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<tr>
<td>Maturing annually on March 1, 2013-2027</td>
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<td>Bearing interest rates of 3.00-5.00%</td>
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<td>Qualified General Improvement Refunding Bonds, Series 2012A</td>
<td>15,885,000</td>
<td>-</td>
<td>1,375,000</td>
<td>14,510,000</td>
<td>1,425,000</td>
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<tr>
<td>Issued 9/6/2012 for $16,405,000</td>
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<tr>
<td>To refund Qualified General Improvement Bonds dated 5/15/2005</td>
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<tr>
<td>Maturing annually on Sept. 1, 2013-2025</td>
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<tr>
<td>Bearing interest rates of 2.75-4.00%</td>
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<tr>
<td>Qualified General Improvement Refunding Bonds, Taxable Series 2012C</td>
<td>4,150,000</td>
<td>-</td>
<td>165,000</td>
<td>4,025,000</td>
<td>170,000</td>
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<tr>
<td>Issued 9/6/2012 for $4,690,000</td>
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<tr>
<td>Maturing annually on Sept. 1, 2013-2022 and 2033</td>
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<tr>
<td>Qualified Public Improvement Refunding Bonds, Taxable Series 2013A</td>
<td>17,145,000</td>
<td>-</td>
<td>6,560,000</td>
<td>10,585,000</td>
<td>4,185,000</td>
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<tr>
<td>Issued 3/20/2013 for $24,670,000</td>
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</tr>
<tr>
<td>Maturing annually on Sept. 1, 2014-2020</td>
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</tr>
<tr>
<td>Bearing interest rates of 0.942-2.723%</td>
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### CITY OF JERSEY CITY
### NOTES TO FINANCIAL STATEMENTS
### DECEMBER 31, 2017 AND 2016

#### NOTE D. MUNICIPAL DEBT (continued)

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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Improvement Bonds, Series 2014</td>
<td>$29,755,000</td>
<td></td>
<td>$2,040,000</td>
<td>$27,715,000</td>
<td>$2,085,000</td>
</tr>
<tr>
<td>Issued 12/1/2014 for $31,820,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Fund Ordinance No. 14.131</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Dec. 1, 2015-2027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 3%-5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified General Improvement Refunding Bonds, Tax-Exempt Series 2014A</td>
<td>16,410,000</td>
<td></td>
<td></td>
<td>16,410,000</td>
<td>2,070,000</td>
</tr>
<tr>
<td>Issued 11/20/2014 for $16,590,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To refund Qualified General Improvement Bonds dated 11/2/2006</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Aug. 1, 2015-2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 0.35%-3.25%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Public Improvement Refunding Bonds, Taxable Series 2014</td>
<td>29,355,000</td>
<td></td>
<td>340,000</td>
<td>29,015,000</td>
<td>340,000</td>
</tr>
<tr>
<td>Issued 11/20/2014 for $29,945,000</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>To refund Qualified Public Improvement Refunding Bonds dated 3/30/2006</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Sept. 1, 2015-2022</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 0.659%-3.286%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Improvement Refunding Bonds, Series 2015A</td>
<td>13,060,000</td>
<td></td>
<td>85,000</td>
<td>12,975,000</td>
<td></td>
</tr>
<tr>
<td>Issued 11/25/2015 for $13,069,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To refund Qualified General Improvement Bonds dated 12/07/2007</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing on Feb. 15, 2016 and annually thereafter from 2018-2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 2.0%-4.0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Improvement Refunding Bonds, Series 2016A</td>
<td></td>
<td></td>
<td></td>
<td>26,867,000</td>
<td>1,750,000</td>
</tr>
<tr>
<td>Issued 5/13/2016 for $26,680,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To refund Qualified General Improvement Bonds dated 2/16/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>And to refund Qualified General Improvement Bonds dated 12/30/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing on July 15, 2016 and annually on Jan. 15 from 2020 through 2029</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 1.25%-5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Improvement Bonds, Series 2016</td>
<td></td>
<td></td>
<td></td>
<td>25,867,000</td>
<td>1,750,000</td>
</tr>
<tr>
<td>Issued 6/29/2016 for $25,887,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To fund Ordinance No. 16.083 Providing for Various Capital Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on July 15 from 2017 through 2029</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 2%-4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Improvement Refunding Bonds, Taxable Series 2016A</td>
<td></td>
<td></td>
<td></td>
<td>18,635,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Issued 11/22/2016 for $18,635,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To refund Qualified General Improvement Bonds dated 4/25/2007</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Sept 1 from 2017 through 2021 and 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 1.137%-2.573%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refunded</td>
<td>$397,630,950</td>
<td>$70,502,000</td>
<td>$78,115,950</td>
<td>$391,017,000</td>
<td>$35,982,000</td>
</tr>
<tr>
<td>New Debt/Retired on Refunding</td>
<td>(43,725,000)</td>
<td>(43,725,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase and Decrease Net of Refunding</td>
<td>(910,000)</td>
<td>(1,503,950)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$25,867,000</td>
<td>$32,887,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

54
NOTE D. MUNICIPAL DEBT (continued)

General Serial and Term Bonds – Sinking Fund Redemption

The General Improvement Bonds dated November 3, 2010 (Series 2010B and 2010C), the Qualified General Improvement Refunding Bonds dated September 6, 2012 (Taxable Series 2012C) and the Taxable Refunding Bonds dated November 2, 2016 (Series 2016A and 2016B) consist partially of term bonds in addition to serial payments. These term bonds are subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption. Following is the sinking fund schedule for each of the term bond payments required for these bonds:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nov. 1, 2030</td>
<td>Nov. 1, 2035</td>
<td>Sept. 1, 2023</td>
<td>Sept. 1, 2023</td>
<td></td>
</tr>
<tr>
<td>2022</td>
<td>$ 255,000</td>
<td>$ 275,000</td>
<td>$ 335,000</td>
<td>$ 355,000</td>
<td>$ 1,395,000</td>
</tr>
<tr>
<td>2023</td>
<td>$ 265,000</td>
<td>$ 275,000</td>
<td>$ 345,000</td>
<td>$ 355,000</td>
<td>$ 1,225,000</td>
</tr>
<tr>
<td>2024</td>
<td>$ 275,000</td>
<td>$ 335,000</td>
<td>$ 45,000</td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2025</td>
<td></td>
<td>$ 45,000</td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2026</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2028</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2029</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2030</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2031</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2032</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2033</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2034</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2035</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2036</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2037</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2038</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2039</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>2040</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,150,000</td>
</tr>
<tr>
<td>Due at Maturity</td>
<td>$ 1,395,000</td>
<td>$ 1,225,000</td>
<td>$ 2,150,000</td>
<td>$ 2,150,000</td>
<td>$ 14,660,000</td>
</tr>
</tbody>
</table>

Term Bond Maturities of Series 2010B 'Build America' Bonds were refunded by 2017A Bonds.
NOTE D. MUNICIPAL DEBT (continued)

Build America and Recovery Zone Bonds - The City has outstanding at December 31, 2017 and 2016 Build America Bonds and Recovery Zone Economic Development Bonds. As part of the American Recovery and Reinvestment Act (ARRA), the City is to receive Federal subsidy payments equal to 35% of the interest payments on Build America Bonds and 45% of the interest payments on Recovery Zone Bonds.

<table>
<thead>
<tr>
<th></th>
<th>Outstanding at December 31,</th>
<th>Federal Government Subsidies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Build America Bonds</td>
<td>$6,830,000</td>
<td>$80,490,000</td>
</tr>
<tr>
<td>Recovery Zone Economic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development Bonds</td>
<td>$6,420,000</td>
<td>$6,420,000</td>
</tr>
<tr>
<td></td>
<td>$13,250,000</td>
<td>$86,910,000</td>
</tr>
</tbody>
</table>

Original Serial Maturities Dated November 1 of 2021 through 2027 Refunded by 2017A Bonds.

School Serial Bonds Payable - The City has outstanding at December 31, 2017 and 2016 various school serial bond debt issues. The following table is a summary of the activity for such debt during the year ended December 31, 2017 and the short term liability for each bond outstanding at year end:

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance Dec. 31, 2016</th>
<th>Increase</th>
<th>Decrease</th>
<th>Balance Dec. 31, 2017</th>
<th>Due by Dec. 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified School Bonds, Series 2007A</td>
<td>$815,000</td>
<td>$-</td>
<td>$815,000</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Issued 2/23/2007 for $17,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Feb. 15, 2008 to 2027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 4.25%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified School Refunding Bonds, Taxable Series, 2014B</td>
<td>16,590,000</td>
<td>-</td>
<td>5,510,000</td>
<td>11,080,000</td>
<td>4,080,000</td>
</tr>
<tr>
<td>Issued 11/20/2014 for $22,610,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Refund Qualified School Refunding Bonds dated 6/16/2005</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Sept. 1, 2015 to 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 5.659%-3.139%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Refunding Bonds, Series 2015B</td>
<td>9,750,000</td>
<td>-</td>
<td>-</td>
<td>9,750,000</td>
<td>830,000</td>
</tr>
<tr>
<td>Issued 11/25/2015 for $9,830,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Refund Qualified School Bonds dated 2/23/2007</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing on Feb. 15, 2016 and annually thereafter from 2018-2027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 2.9%-4.0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$72,155,000</td>
<td>$6,325,000</td>
<td>$20,830,000</td>
<td>$4,900,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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NOTE D. MUNICIPAL DEBT (continued)

The following table is a summary of the activity for such debt during the year ended December 31, 2016 and the short term liability for each bond outstanding at year end:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>School Refunding Bonds</td>
<td>$2,905,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$2,905,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Issued 12/01/2002 for $38,505,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually from 2003 to 2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 5.25%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified School Refunding Bonds, Series 2007C</td>
<td>3,130,000</td>
<td>$ -</td>
<td>$3,130,000</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Issued 4/25/2007 for $12,645,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually from 2013 to 2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified School Bonds, Series 2007A</td>
<td>1,600,000</td>
<td>$ -</td>
<td>$785,000</td>
<td>815,000</td>
<td>815,000</td>
</tr>
<tr>
<td>Issued 2/23/2007 for $17,050,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Feb. 15 from 2008 to 2027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 4.5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified School Refunding Bonds Taxable Series, 2014B</td>
<td>22,045,000</td>
<td>$-</td>
<td>$5,455,000</td>
<td>16,590,000</td>
<td>5,510,000</td>
</tr>
<tr>
<td>Issued 11/20/2014 for $22,610,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Refund Qualified School Refunding Bonds dated 6/16/2005</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Sept. 1 from 2015 to 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 0.659-3.139%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Refunding Bonds Series 2015B</td>
<td>9,830,000</td>
<td>$ -</td>
<td>$80,000</td>
<td>9,750,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Issued 11/25/2015 for $9,830,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Refund Qualified School Bonds dated 2/23/2007</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing on Feb. 15, 2016 and annually thereafter from 2018-2027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 2.0%-4.0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Water Serial Bonds Payable - The City has outstanding at December 31, 2017 and 2016 various water serial bond debt issues.

The following table is a summary of the activity for such debt during the year ended December 31, 2017 and the short term liability for each bond outstanding at year end:
### NOTE D. MUNICIPAL DEBT (continued)

#### 2017 Summary of Water Serial Bonds Activity

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
<th>Increase</th>
<th>Decrease</th>
<th>Balance</th>
<th>Due by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualitative Water Refunding Bonds, Series 2007B</td>
<td>$ 235,000</td>
<td>$  -</td>
<td>$ 235,000</td>
<td>$  -</td>
<td>$  -</td>
</tr>
<tr>
<td>Issued 4/25/2007 for $10,930,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually from 2010 to 2023 and 2033</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 4.5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Water Improvement Refunding Bonds,</td>
<td>1,690,000</td>
<td>$  -</td>
<td>10,000</td>
<td>1,680,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Series 2011B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued 12/30/2011 for $1,987,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually: 2012-2019, 2022, 2024-2028,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>semiannually 2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 1.75-4.00%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Water Improvement Refunding Bonds,</td>
<td>4,170,000</td>
<td>$ 625,000</td>
<td>3,545,000</td>
<td>710,000</td>
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</tr>
<tr>
<td>Series 2012B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued 9/6/2012 for $4,265,000</td>
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<td></td>
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<td></td>
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<tr>
<td>To refund Water Capital Improvement Bonds dated 3/1/2003</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Qualified Water Improvement Bonds dated 5/15/2005</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually: 2013-2024</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Bearing interest rates of 2.75-4.00%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Water Improvement Refunding Bonds,</td>
<td>7,300,000</td>
<td>$ 2,180,000</td>
<td>5,120,000</td>
<td>2,225,000</td>
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</tr>
<tr>
<td>Series 2013B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued 3/20/2013 for $12,050,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To refund Qualified Water Refunding Bonds dated 10/15/2005</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually: 2014-2021</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 0.942-3.055%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Water Improvement Refunding Bonds,</td>
<td>1,965,000</td>
<td>$ 365,000</td>
<td>1,600,000</td>
<td>380,000</td>
<td></td>
</tr>
<tr>
<td>Series 2014A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued 11/20/14 for $1,990,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To refund Qualified Water Refunding Bonds dated 11/2/2006</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Asp. 1 from 2015 to 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interests of 2-4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Improvement Refunding Bonds, Series 2016B</td>
<td>6,285,000</td>
<td>$ 965,000</td>
<td>5,320,000</td>
<td>1,000,000</td>
<td></td>
</tr>
<tr>
<td>Issued 5/13/16 for $6,335,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To refund Qualified Water Refunding Bonds dated 3/30/2006</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Jan. 15 from 2017 to 2022</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interests of 2-5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Refunding Bonds, Taxable Series 2016B</td>
<td>3,945,000</td>
<td>$ 60,000</td>
<td>3,885,000</td>
<td>275,000</td>
<td></td>
</tr>
<tr>
<td>Issued 11/2/16 for $3,945,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually on Sept. 1 from 2017 to 2021 and 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interests of 1.137-3.758%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTE D. MUNICIPAL DEBT (continued)

The following table is a summary of the activity for such debt during the year ended December 31, 2016 and the short term liability for each bond outstanding at year end:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified Water Refunding Bonds, Series 2006D</td>
<td>$6,660,000</td>
<td>$355,000</td>
<td>$4,010,000</td>
<td>$6,660,000</td>
<td>$235,000</td>
</tr>
<tr>
<td>Issued 9/1/2005 for $6,660,000</td>
<td></td>
<td></td>
<td>4,010,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually from 2016 to 2022</td>
<td></td>
<td></td>
<td>4,010,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 4.1-4.125%</td>
<td></td>
<td></td>
<td>4,010,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Water Improvement Bonds, Series 2006B</td>
<td>$355,000</td>
<td></td>
<td>355,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issued 11/2/2006 for $5,000,000</td>
<td></td>
<td></td>
<td>355,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually from 2007 to 2021</td>
<td></td>
<td></td>
<td>355,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing interest rates of 4.125-4.25%</td>
<td></td>
<td></td>
<td>355,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualified Water Refunding Bonds, Series 2007B</td>
<td>$4,000,000</td>
<td></td>
<td>3,775,000</td>
<td>235,000</td>
<td>235,000</td>
</tr>
<tr>
<td>Issued 4/25/2007 for $10,930,000</td>
<td></td>
<td></td>
<td>3,775,000</td>
<td>235,000</td>
<td>235,000</td>
</tr>
<tr>
<td>Maturing annually from 2010 to 2023 and 2033</td>
<td></td>
<td></td>
<td>3,775,000</td>
<td>235,000</td>
<td>235,000</td>
</tr>
<tr>
<td>Bearing interest rates of 4.9%</td>
<td></td>
<td></td>
<td>3,775,000</td>
<td>235,000</td>
<td>235,000</td>
</tr>
<tr>
<td>Qualified Water Improvement Refunding Bonds, Series 2011B</td>
<td>$1,910,000</td>
<td></td>
<td>220,000</td>
<td>1,690,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Issued 12/30/2011 for $1,910,000</td>
<td></td>
<td></td>
<td>220,000</td>
<td>1,690,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Maturing annually: 2012-2019, 2022, 2024-2028, semiannually 2014</td>
<td></td>
<td></td>
<td>220,000</td>
<td>1,690,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Bearing interest rates of 1.75-4.00%</td>
<td></td>
<td></td>
<td>220,000</td>
<td>1,690,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Qualified Water Improvement Refunding Bonds, Series 2012B</td>
<td>$4,195,000</td>
<td></td>
<td>25,000</td>
<td>4,170,000</td>
<td>625,000</td>
</tr>
<tr>
<td>Issued 9/6/12 for $4,220,000</td>
<td></td>
<td></td>
<td>25,000</td>
<td>4,170,000</td>
<td>625,000</td>
</tr>
<tr>
<td>To refund Water Capital Improvement Bonds dated 3/1/2003</td>
<td></td>
<td></td>
<td>25,000</td>
<td>4,170,000</td>
<td>625,000</td>
</tr>
<tr>
<td>and Qualified Water Improvement Bonds dated 5/15/2005</td>
<td></td>
<td></td>
<td>25,000</td>
<td>4,170,000</td>
<td>625,000</td>
</tr>
<tr>
<td>Maturing annually: 2013-2024</td>
<td></td>
<td></td>
<td>25,000</td>
<td>4,170,000</td>
<td>625,000</td>
</tr>
<tr>
<td>Bearing interest rates of 3.75-4.00%</td>
<td></td>
<td></td>
<td>25,000</td>
<td>4,170,000</td>
<td>625,000</td>
</tr>
<tr>
<td>Qualified Water Improvement Refunding Bonds, Series 2013B</td>
<td>$9,550,000</td>
<td></td>
<td>2,250,000</td>
<td>7,300,000</td>
<td>2,180,000</td>
</tr>
<tr>
<td>Issued 3/28/2013 for $12,000,000</td>
<td></td>
<td></td>
<td>2,250,000</td>
<td>7,300,000</td>
<td>2,180,000</td>
</tr>
<tr>
<td>To refund Qualified Water Refunding Bonds dated 10/15/2005</td>
<td></td>
<td></td>
<td>2,250,000</td>
<td>7,300,000</td>
<td>2,180,000</td>
</tr>
<tr>
<td>Maturing annually: 2014-2021</td>
<td></td>
<td></td>
<td>2,250,000</td>
<td>7,300,000</td>
<td>2,180,000</td>
</tr>
<tr>
<td>Bearing interest rates of 0.942-3.055%</td>
<td></td>
<td></td>
<td>2,250,000</td>
<td>7,300,000</td>
<td>2,180,000</td>
</tr>
<tr>
<td>Qualified Water Improvement Refunding Bonds, Series 2014A</td>
<td>$1,965,000</td>
<td></td>
<td></td>
<td>1,965,000</td>
<td>365,000</td>
</tr>
<tr>
<td>Issued 11/28/14 for $1,090,000</td>
<td></td>
<td></td>
<td></td>
<td>1,965,000</td>
<td>365,000</td>
</tr>
<tr>
<td>To Refund Qualified Water Improvement Bonds dated 11/2/2006</td>
<td></td>
<td></td>
<td></td>
<td>1,965,000</td>
<td>365,000</td>
</tr>
<tr>
<td>Maturing annually on Aug. 1 from 2015 to 2021</td>
<td></td>
<td></td>
<td></td>
<td>1,965,000</td>
<td>365,000</td>
</tr>
<tr>
<td>Bearing interest rates of 2-4%</td>
<td></td>
<td></td>
<td></td>
<td>1,965,000</td>
<td>365,000</td>
</tr>
</tbody>
</table>
NOTE D. MUNICIPAL DEBT (continued)

2016 Summary of Water Serial Bonds Activity - continued

<table>
<thead>
<tr>
<th>Description</th>
<th>Dec. 31, 2015</th>
<th>Increase</th>
<th>Decrease</th>
<th>Dec. 31, 2016</th>
<th>Due by Dec. 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Improvement Refunding Bonds, Series 2016B</td>
<td>-</td>
<td>6,335,000</td>
<td>50,000</td>
<td>6,285,000</td>
<td>965,000</td>
</tr>
<tr>
<td>Issued 5/13/16 for $6,335,000</td>
<td>To Refund Qualified Water Refunding Bonds dated 3/30/2006</td>
<td>Maturing annually on Jan. 15 from 2017 to 2022</td>
<td>Bearing interests of 2-5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Refunding Bonds, Taxable Series 2016B</td>
<td>-</td>
<td>3,945,000</td>
<td>-</td>
<td>3,945,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Issued 11/2/16 for $3,945,000</td>
<td>To Refund Qualified Water Refunding Bonds dated 4/25/2007</td>
<td>Maturing annually on Sept. 1 from 2017 to 2021 and 2023</td>
<td>Bearing interests of 1.137-3.758%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refunded</td>
<td>New Debt/ Retired on Refunding</td>
<td>Increase and Decrease Net of Refunding</td>
<td>$ 28,645,000</td>
<td>$ 10,280,000</td>
<td>(10,090,000)</td>
</tr>
</tbody>
</table>

Local Improvement Bonds Payable - The City has outstanding at December 31, 2017 and 2016 a bond issued for the Greene Street Local Improvement Project. The following table is a summary of the activity for such debt during the year ended December 31, 2017 and the short term liability outstanding at year end:

2017 Summary of Local Improvement Bonds Activity

<table>
<thead>
<tr>
<th>Description</th>
<th>Dec. 31, 2016</th>
<th>Increase</th>
<th>Decrease</th>
<th>Dec. 31, 2017</th>
<th>Due by Dec. 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Improvement Bonds, Taxable Series 2016A</td>
<td>$ 11,821,000</td>
<td>$ -</td>
<td>$ 595,000</td>
<td>$ 11,226,000</td>
<td>$ 595,000</td>
</tr>
<tr>
<td>(Funding of Ordinance No. 01-067)</td>
<td>Maturing annually from 2018 to 2026</td>
<td>Bearing interests of 3.00-4.25%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ 11,821,000</td>
<td>$ -</td>
<td>$ 595,000</td>
<td>$ 11,226,000</td>
<td>$ 595,000</td>
<td></td>
</tr>
</tbody>
</table>

The following table is a summary of the activity for such debt during the year ended December 31, 2016 and the short term liability outstanding at year end:

2016 Summary of Local Improvement Bonds Activity

<table>
<thead>
<tr>
<th>Description</th>
<th>Dec. 31, 2015</th>
<th>Increase</th>
<th>Decrease</th>
<th>Dec. 31, 2016</th>
<th>Due by Dec. 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pension Obligation Refunding Bonds Series 2003A, Taxable</td>
<td>$ -</td>
<td>$ 11,821,000</td>
<td>$ -</td>
<td>$ 11,821,000</td>
<td>$ 595,000</td>
</tr>
<tr>
<td>Issued 1/15/2003 for $23,595,000</td>
<td>Maturing annually from 2012 to 2024</td>
<td>Bearing interest rates of 4.8-5.5%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$ -</td>
<td>$ 11,821,000</td>
<td>$ -</td>
<td>$ 11,821,000</td>
<td>$ 595,000</td>
<td></td>
</tr>
</tbody>
</table>
NOTE D. MUNICIPAL DEBT (continued)

Pension Refunding Bonds Payable - The City has outstanding at December 31, 2017 and 2016 various pension refunding bond debt issues. The following table summarizes the activity of such debt during the year ended December 31, 2017 and the short term liability for each bond outstanding at year end:

### 2017 Summary of Pension Refunding Bonds Activity

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance Dec. 31, 2016</th>
<th>Increase</th>
<th>Decrease</th>
<th>Balance Dec. 31, 2017</th>
<th>Due by Dec. 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pension Obligation Refunding Bonds Series 2003A, Taxable</td>
<td>$18,100,000</td>
<td>$1,430,000</td>
<td>$36,710,000</td>
<td>$5,275,000</td>
<td></td>
</tr>
<tr>
<td>Issued 1/15/2003 for $23,595,000</td>
<td></td>
<td></td>
<td></td>
<td>$16,670,000</td>
<td>$1,655,000</td>
</tr>
<tr>
<td>Maturing annually from 2012 to 2024 Bearing interest rates of 4.8-5.5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension Obligation Refunding Bonds Series 2003A, Taxable</td>
<td>$16,920,000</td>
<td>$225,000</td>
<td>$185,000</td>
<td>$16,950,000</td>
<td>$275,000</td>
</tr>
<tr>
<td>Issued 3/15/2003 for $17,465,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually from 2012 to 2033 Bearing interest rates of 4.58-5.46%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension Obligation Refunding Bonds Series 2006, Taxable</td>
<td>$3,345,000</td>
<td>-</td>
<td>$225,000</td>
<td>$3,345,000</td>
<td>$3,345,000</td>
</tr>
<tr>
<td>Issued 3/22/2006 for $3,345,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing in one lump sum in 2018 Bearing an interest rate of 5.51%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following table is a summary of the activity for such debt during the year ended December 31, 2016 and the short term liability for each bond outstanding at year end:

### 2016 Summary of Pension Refunding Bonds Activity

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance Dec. 31, 2016</th>
<th>Increase</th>
<th>Decrease</th>
<th>Balance Dec. 31, 2017</th>
<th>Due by Dec. 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pension Obligation Refunding Bonds Series 2003A, Taxable</td>
<td>$19,325,000</td>
<td>$1,225,000</td>
<td>$1,225,000</td>
<td>$18,100,000</td>
<td>$1,430,000</td>
</tr>
<tr>
<td>Issued 1/15/2003 for $23,595,000</td>
<td></td>
<td></td>
<td></td>
<td>$17,105,000</td>
<td>$17,105,000</td>
</tr>
<tr>
<td>Maturing annually from 2012 to 2024 Bearing interest rates of 4.8-5.5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension Obligation Refunding Bonds Series 2003A, Taxable</td>
<td>$17,105,000</td>
<td>$185,000</td>
<td>$16,920,000</td>
<td>$225,000</td>
<td>$225,000</td>
</tr>
<tr>
<td>Issued 3/15/2003 for $17,465,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing annually from 2012 to 2033 Bearing interest rates of 4.58-5.46%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension Obligation Refunding Bonds Series 2006, Taxable</td>
<td>$3,345,000</td>
<td>-</td>
<td>$3,345,000</td>
<td>$3,345,000</td>
<td>-</td>
</tr>
<tr>
<td>Issued 3/22/2006 for $3,345,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maturing in one lump sum in 2018 Bearing an interest rate of 5.51%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$39,775,000 $1,410,000 $38,365,000 $1,655,000
NOTE D. MUNICIPAL DEBT (continued)

LOANS PAYABLE

Green Trust Loans - The City has outstanding at December 31, 2017 and 2016 various Green Trust Loans. The following table summarizes such loan activity for the year ended December 31, 2017 and the short term liability for each loan outstanding at year end:

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance Dec. 31, 2016</th>
<th>Increase</th>
<th>Decrease</th>
<th>Balance Dec. 31, 2017</th>
<th>Due by Dec. 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne Street Park Loan</td>
<td>$ 13,263</td>
<td>$ -</td>
<td>$ 8,798</td>
<td>$ 4,465</td>
<td>$ 4,465</td>
</tr>
<tr>
<td>Received 7/29/1998 - $142,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due semi-annually until 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apple Tree House Loan</td>
<td>101,691</td>
<td>-</td>
<td>12,698</td>
<td>88,993</td>
<td>12,953</td>
</tr>
<tr>
<td>Received 7/07/2004 - $235,894</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due semi-annually until 2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sgt. Anthony's Park Project Loan</td>
<td>70,158</td>
<td>7,652</td>
<td>62,506</td>
<td>7,805</td>
<td></td>
</tr>
<tr>
<td>Received 7/08/2005 - $145,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due semi-annually until 2025</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roberto Clemente Park Project Loan</td>
<td>137,414</td>
<td>-</td>
<td>14,586</td>
<td>122,428</td>
<td>15,288</td>
</tr>
<tr>
<td>Received 7/08/2005 - $284,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due semi-annually until 2025</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marion Pavonia Pool Project Loan</td>
<td>205,637</td>
<td>-</td>
<td>22,427</td>
<td>183,210</td>
<td>22,878</td>
</tr>
<tr>
<td>Received 7/08/2005 - $425,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due semi-annually until 2025</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Park Loan</td>
<td>406,203</td>
<td>-</td>
<td>30,269</td>
<td>375,934</td>
<td>30,878</td>
</tr>
<tr>
<td>Received 6/30/2009 - $615,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due semi-annually until 2028</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Montgomery Gateway Loan</td>
<td>33,025</td>
<td>-</td>
<td>2,461</td>
<td>30,564</td>
<td>2,510</td>
</tr>
<tr>
<td>Received 6/30/2009 - $530,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due semi-annually until 2028</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Berry Lane Park Loan</td>
<td>89,014</td>
<td>-</td>
<td>6,335</td>
<td>82,679</td>
<td>6,462</td>
</tr>
<tr>
<td>Received 6/30/2010 - $130,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Due semi-annually until 2029</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing an interest rate of 2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$ 1,056,405 $ - $ 105,626 $ 950,779 $ 103,239
NOTE D. MUNICIPAL DEBT (continued)

The following table summarizes such loan activity for the year ended December 31, 2016 and the short term liability for each loan outstanding at year end:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne Street Park Loan</td>
<td>$21,888</td>
<td>$-</td>
<td>$8,625</td>
<td>$13,263</td>
<td>$8,798</td>
</tr>
<tr>
<td>Apple Tree House Loan</td>
<td>114,139</td>
<td>-</td>
<td>12,448</td>
<td>101,691</td>
<td>12,698</td>
</tr>
<tr>
<td>Sgt. Anthony's Park Project Loan</td>
<td>77,659</td>
<td>-</td>
<td>7,501</td>
<td>70,158</td>
<td>7,652</td>
</tr>
<tr>
<td>Roberto Clemente Park Project Loan</td>
<td>152,105</td>
<td>-</td>
<td>14,691</td>
<td>137,414</td>
<td>14,986</td>
</tr>
<tr>
<td>Marion Pavonia Pool Project Loan</td>
<td>227,622</td>
<td>-</td>
<td>21,985</td>
<td>205,637</td>
<td>22,427</td>
</tr>
<tr>
<td>Multi-Park Loan</td>
<td>435,876</td>
<td>-</td>
<td>29,673</td>
<td>406,203</td>
<td>30,269</td>
</tr>
<tr>
<td>Montgomery Gateway Loan</td>
<td>35,437</td>
<td>-</td>
<td>2,412</td>
<td>33,025</td>
<td>2,451</td>
</tr>
<tr>
<td>Berry Lane Park Loan</td>
<td>95,225</td>
<td>-</td>
<td>6,211</td>
<td>89,014</td>
<td>6,335</td>
</tr>
<tr>
<td></td>
<td>$1,159,951</td>
<td>-</td>
<td>$103,546</td>
<td>$1,056,405</td>
<td>$105,626</td>
</tr>
</tbody>
</table>
CITY OF JERSEY CITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE D. MUNICIPAL DEBT (continued)

DEBT SERVICE REQUIREMENTS TO MATURITY

The repayment schedule of annual debt service principal and interest for the next five years, and five-
year increments thereafter, for bonds and loans issued and outstanding is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Loans Issued and Outstanding</th>
<th>Bonds Issued and Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Bonds</td>
<td>Local Imp. &amp; General Bonds</td>
</tr>
<tr>
<td>2019</td>
<td>117,209</td>
<td>71,563,063</td>
</tr>
<tr>
<td>2020</td>
<td>117,209</td>
<td>75,193,726</td>
</tr>
<tr>
<td>2021</td>
<td>117,209</td>
<td>71,347,663</td>
</tr>
<tr>
<td>2022</td>
<td>117,209</td>
<td>45,427,172</td>
</tr>
<tr>
<td>2023-2027</td>
<td>401,943</td>
<td>138,556,822</td>
</tr>
<tr>
<td>2028-2032</td>
<td>53,478</td>
<td>66,142,187</td>
</tr>
<tr>
<td>2033-2037</td>
<td>-</td>
<td>39,956,590</td>
</tr>
<tr>
<td>2038-2040</td>
<td>-</td>
<td>18,842,888</td>
</tr>
<tr>
<td></td>
<td>$ 1,045,976</td>
<td>$ 598,743,699</td>
</tr>
</tbody>
</table>

NOTES PAYABLE

Bond Anticipation Notes - The City issues bond anticipation notes to temporarily fund various
capital projects prior to the issuance of serial bonds. The term of the notes cannot exceed one year,
but the notes may be renewed from time to time for a period not exceeding one year. Generally, such
notes may be paid no later than the close of the tenth fiscal year next following the date of the
original notes.

The Division also prescribes that notes cannot be renewed past the third anniversary date of the
original note unless an amount equal to at least the first legally required installment is paid prior to
each anniversary date.
The following is a schedule of bond anticipation note activity for the year ended December 31, 2017.

<table>
<thead>
<tr>
<th>Ordinance Number</th>
<th>Original Issue Date</th>
<th>Amount</th>
<th>Interest Rate %</th>
<th>Date of Maturity</th>
<th>Balance Dec. 31, 2016</th>
<th>Notes Issued</th>
<th>Notes Refunded</th>
<th>Budget Appropriation</th>
<th>Balance Dec. 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>PJL Landfill Acquisition</td>
<td>09-097 01/20/10</td>
<td>$8,700,000</td>
<td>2.50%</td>
<td>01/19/18</td>
<td>$ - $</td>
<td>$8,142,948</td>
<td>-</td>
<td>-</td>
<td>$8,142,948</td>
</tr>
<tr>
<td>Newark Avenue Streetscape</td>
<td>09-127 01/20/10</td>
<td>$2,476,000</td>
<td>2.25%</td>
<td>01/19/18</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,823,052</td>
<td>-</td>
</tr>
<tr>
<td>Sixth Street Embankment</td>
<td>10-085 08/31/10</td>
<td>$7,500,000</td>
<td>1.50%</td>
<td>06/23/17</td>
<td>7,085,000</td>
<td>-</td>
<td>-</td>
<td>6,955,000</td>
<td>-</td>
</tr>
<tr>
<td>W. Campus Redevelopment</td>
<td>16-106 12/08/16</td>
<td>$4,135,000</td>
<td>2.50%</td>
<td>12/07/18</td>
<td>4,135,000</td>
<td>-</td>
<td>-</td>
<td>4,135,000</td>
<td>-</td>
</tr>
<tr>
<td>Hurricane Sandy Recovery</td>
<td>13-020 12/12/13</td>
<td>$8,717,417</td>
<td>1.15%</td>
<td>12/18/18</td>
<td>5,470,194</td>
<td>-</td>
<td>-</td>
<td>3,845,000</td>
<td>-</td>
</tr>
</tbody>
</table>

The following is a schedule of bond anticipation note activity for the year ended December 31, 2016.

<table>
<thead>
<tr>
<th>Ordinance Number</th>
<th>Original Issue Date</th>
<th>Amount</th>
<th>Interest Rate %</th>
<th>Date of Maturity</th>
<th>Balance Dec. 31, 2016</th>
<th>Notes Issued</th>
<th>Notes Refunded</th>
<th>Budget Appropriation</th>
<th>Balance Dec. 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>PJL Landfill Acquisition</td>
<td>09-097 01/20/10</td>
<td>$8,700,000</td>
<td>2.50%</td>
<td>01/19/18</td>
<td>8,364,948</td>
<td>-</td>
<td>(8,253,948)</td>
<td>111,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Newark Avenue Streetscape</td>
<td>09-127 01/20/10</td>
<td>$2,476,000</td>
<td>2.25%</td>
<td>01/19/18</td>
<td>2,085,052</td>
<td>-</td>
<td>(1,954,052)</td>
<td>131,000</td>
<td>-</td>
</tr>
<tr>
<td>Sixth Street Embankment</td>
<td>10-085 08/31/10</td>
<td>$7,500,000</td>
<td>1.50%</td>
<td>06/23/17</td>
<td>7,085,000</td>
<td>-</td>
<td>(7,085,000)</td>
<td>130,000</td>
<td>-</td>
</tr>
<tr>
<td>W. Campus Redevelopment</td>
<td>16-106 12/08/16</td>
<td>$4,135,000</td>
<td>2.50%</td>
<td>12/07/18</td>
<td>4,135,000</td>
<td>-</td>
<td>(4,135,000)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Hurricane Sandy Recovery</td>
<td>13-020 12/12/13</td>
<td>$8,717,417</td>
<td>1.15%</td>
<td>12/18/18</td>
<td>5,470,194</td>
<td>-</td>
<td>(5,470,194)</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

$37,864,102 $4,135,000 $- $3,279,008 $11,821,000 $26,898,194
NOTE D. MUNICIPAL DEBT (continued)

Landfill and Streetscape – On January 20, 2010, the City issued Bond Anticipation Notes in the amount of $11,176,000 to fund two separate authorizations: the acquisition of the PJP Landfill for $8,700,000 and the Newark Ave Streetscape for $2,476,000, as authorized by Ordinance No. 09-127.

Sixth Street Embankment – On August 31, 2010, the City issued Bond Anticipation Notes in the amount of $7,500,000 to fund costs to obtain the property known as the Sixth Street in accordance with a legal settlement of January, 2010, as authorized by Ordinance No. 10-085.

Hurricane Sandy Recovery – On December 12, 2013, the City issued Bond Anticipation Notes in the amount of $10,000,000 to fund costs associated with efforts to recover, repair or replace streets, roads and other public property lost or damaged in Hurricane Sandy, as authorized by Ordinance No. 13-031.

Greene Street Improvements – On December 11, 2015, the City issued Bond Anticipation Notes in the amount of $11,821,159 to fund costs associated with the undertaking of various public improvements to Greene Street as authorized by Ordinance No. 01-057.

Tax Refunding Notes - The City issues tax refunding notes in order to finance tax refunds arising from successful appeals by property owners. Taxpayers are obligated to pay taxes owed to the City as they become due, or have their property subject to tax sale. However, taxpayers may appeal their property assessments and, if successful, be granted a refund, often in a year subsequent to when the taxes were paid. The Division has allowed the City to issue notes to finance such refunds. The tax refunding notes are one year notes, renewable annually for five to seven years.

The City had no tax refunding notes outstanding as of December 31, 2017. The following is a schedule of tax refunding note activity for the year ended December 31, 2016.

<table>
<thead>
<tr>
<th>Ordinance Number</th>
<th>Original Issue: Date</th>
<th>Amount</th>
<th>Interest Rate %</th>
<th>Date of Maturity</th>
<th>Balance Dec. 31, 2015</th>
<th>Budget Appropriation Dec. 31, 2015</th>
<th>Balance Dec. 31, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refunding Notes (Real Property Tax Appeal)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09-028</td>
<td>06/25/09</td>
<td>$11,471,819</td>
<td>1.00%</td>
<td>04/14/16</td>
<td>$1,638,740</td>
<td>$1,638,740</td>
<td>$</td>
</tr>
<tr>
<td>11-116</td>
<td>12/14/11</td>
<td>5,500,000</td>
<td>1.50%</td>
<td>12/09/16</td>
<td>1,100,000</td>
<td>1,100,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,738,740</td>
<td>2,738,740</td>
<td>-</td>
</tr>
</tbody>
</table>

$2,738,740 | $2,738,740 | $ -
NOTE D. MUNICIPAL DEBT (continued)

Special Emergency Notes - Statutes allow the City to adopt ordinances authorizing special emergency appropriations for the carrying out of certain specific purposes, including the revaluation of real property and contractually required severance liabilities resulting from the layoff or retirement of employees. Statutes further provide for the borrowing of money and the issuance of Special Emergency Notes to finance such special emergency appropriations, which may be renewed from time to time, but at least 1/5 of all such notes, and the renewals thereof, shall mature and be paid in each year, so that all notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of the emergency resolution.

The following is a schedule of special emergency note activity for the year ended December 31, 2017.

<table>
<thead>
<tr>
<th>Ordinance Number</th>
<th>Original Issue Date</th>
<th>Amount</th>
<th>Interest Rate %</th>
<th>Date of Maturity</th>
<th>Balance Dec. 31, 2016</th>
<th>Notes Refunded</th>
<th>Budget Appropriation</th>
<th>Balance Dec. 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual Severance Payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13-118</td>
<td>12/12/13</td>
<td>9,500,000</td>
<td>2.35%</td>
<td>12/07/18</td>
<td>1,900,000</td>
<td>-</td>
<td>1,900,000</td>
<td></td>
</tr>
<tr>
<td>13-118</td>
<td>12/12/13</td>
<td>9,500,000</td>
<td>1.25%</td>
<td>12/08/17</td>
<td>3,800,000</td>
<td>(1,900,000)</td>
<td>1,900,000</td>
<td>-</td>
</tr>
<tr>
<td>14-132</td>
<td>12/12/14</td>
<td>7,500,000</td>
<td>2.35%</td>
<td>12/07/18</td>
<td>-</td>
<td>3,000,000</td>
<td>-</td>
<td>3,000,000</td>
</tr>
<tr>
<td>14-132</td>
<td>12/12/14</td>
<td>7,500,000</td>
<td>1.25%</td>
<td>12/08/17</td>
<td>4,500,000</td>
<td>(3,000,000)</td>
<td>1,500,000</td>
<td>-</td>
</tr>
<tr>
<td>15.149</td>
<td>12/11/15</td>
<td>8,000,000</td>
<td>2.35%</td>
<td>12/07/18</td>
<td>-</td>
<td>4,800,000</td>
<td>-</td>
<td>4,800,000</td>
</tr>
<tr>
<td>15.149</td>
<td>12/11/15</td>
<td>8,000,000</td>
<td>1.25%</td>
<td>12/08/17</td>
<td>6,400,000</td>
<td>(4,800,000)</td>
<td>1,600,000</td>
<td>-</td>
</tr>
<tr>
<td>Revaluation of Properties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.031</td>
<td>12/08/16</td>
<td>5,000,000</td>
<td>2.50%</td>
<td>12/07/18</td>
<td>-</td>
<td>4,000,000</td>
<td>-</td>
<td>4,000,000</td>
</tr>
<tr>
<td>16.031</td>
<td>12/08/16</td>
<td>5,000,000</td>
<td>1.15%</td>
<td>12/08/17</td>
<td>5,000,000</td>
<td>(4,000,000)</td>
<td>1,000,000</td>
<td>-</td>
</tr>
<tr>
<td>Hurricane Sandy Recovery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-841</td>
<td>12/28/12</td>
<td>5,965,000</td>
<td>1.15%</td>
<td>12/08/17</td>
<td>897,496</td>
<td>-</td>
<td>897,496</td>
<td>-</td>
</tr>
</tbody>
</table>

$ 20,597,496 $ - $ 6,897,496 $ 13,700,000
NOTE D. MUNICIPAL DEBT (continued)

The following is a schedule of special emergency note activity for the year ended December 31, 2016.

<table>
<thead>
<tr>
<th>Ordinance Number</th>
<th>Original Issue: Date</th>
<th>Amount</th>
<th>Interest Rate %</th>
<th>Date of Maturity</th>
<th>Balance Dec. 31, 2015</th>
<th>Notes Issued</th>
<th>Notes Refunded</th>
<th>Budget Appropriation</th>
<th>Balance Dec. 31, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual Severance Payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11-124</td>
<td>12/14/11</td>
<td>9,500,000</td>
<td>1.50%</td>
<td>12/09/16</td>
<td>$1,000,000</td>
<td>-</td>
<td>$1,900,000</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>13-118</td>
<td>12/12/13</td>
<td>9,500,000</td>
<td>1.50%</td>
<td>12/09/16</td>
<td>5,700,000</td>
<td>-</td>
<td>(3,800,000)</td>
<td>1,500,000</td>
<td></td>
</tr>
<tr>
<td>14-132</td>
<td>12/12/14</td>
<td>7,500,000</td>
<td>1.25%</td>
<td>12/08/17</td>
<td>7,500,000</td>
<td>-</td>
<td>3,800,000</td>
<td>3,500,000</td>
<td></td>
</tr>
<tr>
<td>Revaluation of Properties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11-043</td>
<td>06/23/11</td>
<td>3,150,000</td>
<td>1.00%</td>
<td>04/14/16</td>
<td>630,000</td>
<td>-</td>
<td>630,000</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>16-031</td>
<td>12/08/16</td>
<td>5,000,000</td>
<td>1.15%</td>
<td>12/08/17</td>
<td>-</td>
<td>5,000,000</td>
<td>-</td>
<td>5,000,000</td>
<td></td>
</tr>
<tr>
<td>Hurricane Sandy Recovery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-841</td>
<td>12/28/12</td>
<td>5,965,000</td>
<td>1.00%</td>
<td>12/09/16</td>
<td>(2,794,952)</td>
<td>-</td>
<td>(897,496)</td>
<td>897,496</td>
<td></td>
</tr>
<tr>
<td>12-841</td>
<td>12/28/12</td>
<td>5,965,000</td>
<td>1.15%</td>
<td>12/08/17</td>
<td>-</td>
<td>897,496</td>
<td>-</td>
<td>897,496</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$24,026,952</strong></td>
<td><strong>$5,000,000</strong></td>
<td><strong>$8,427,496</strong></td>
<td><strong>$20,597,496</strong></td>
<td></td>
</tr>
</tbody>
</table>

Contractual Severance Liabilities – The City has passed various special emergency appropriations for the purposes of funding contractually required severance liabilities resulting from the retirement of City employees as allowed by N.J.S.A. 40A:4-53h.

Revaluation of Properties – The City passed Ordinance No. 11-043 to provide for the preparation and execution of a complete program of revaluation of real property for the use of the local assessor. This special emergency appropriation is authorized by N.J.S.A. 40A:4-53b.

Sandy (Natural Disaster) – The City passed Resolution No. 12-842 to provide for the funding of various costs associated with damages sustained from Superstorm Sandy. This special emergency appropriation is authorized as an extraordinary expense by N.J.S.A. 40A:4-54.
NOTE D. MUNICIPAL DEBT (continued)

BONDS AND NOTES AUTHORIZED BUT NOT ISSUED

At December 31, 2017 and 2016, the City has authorized but not issued bonds and notes of $29,336,887 and $29,708,545, respectively, in the General Capital Fund. The following activity relates to bonds and notes authorized but not issued that occurred during the years ended December 31, 2017:

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>General / Local</th>
<th>School</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance: December 31, 2015</td>
<td>$ 29,708,545</td>
<td>$ 26,659,629</td>
<td>$ 1,587,258</td>
<td>$ 1,461,658</td>
</tr>
<tr>
<td>Add:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorizations</td>
<td>2,600,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes Matured</td>
<td>26,898,194</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>59,206,739</td>
<td>56,157,823</td>
<td>1,587,258</td>
<td>1,461,658</td>
</tr>
<tr>
<td>Less:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes Issued</td>
<td>24,901,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Receipts</td>
<td>1,461,658</td>
<td></td>
<td></td>
<td>1,461,658</td>
</tr>
<tr>
<td>Cancelled</td>
<td>1,510,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Appropriations</td>
<td>1,997,166</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance: December 31, 2015</td>
<td>$ 29,336,887</td>
<td>$ 27,749,629</td>
<td>$ 1,587,258</td>
<td>$ 1,461,658</td>
</tr>
</tbody>
</table>

The following activity relates to bonds and notes authorized but not issued that occurred during the years ended December 31, 2016:

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>General / Local</th>
<th>School</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance: December 31, 2015</td>
<td>$ 28,402,689</td>
<td>$ 14,046,442</td>
<td>$ 4,265,245</td>
<td>$ 10,091,002</td>
</tr>
<tr>
<td>Add:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorizations</td>
<td>197,096,905</td>
<td>185,936,905</td>
<td></td>
<td>11,160,000</td>
</tr>
<tr>
<td>Receivables Cancelled</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes Matured</td>
<td>40,602,842</td>
<td>40,602,842</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>266,102,436</td>
<td>240,586,189</td>
<td>4,265,245</td>
<td>21,251,002</td>
</tr>
<tr>
<td>Less:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds Issued</td>
<td>38,788,030</td>
<td>38,598,000</td>
<td></td>
<td>190,000</td>
</tr>
<tr>
<td>Notes Issued</td>
<td>26,898,194</td>
<td>26,898,194</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Receipts</td>
<td>4,511,438</td>
<td>4,511,438</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Authorized for Refunding</td>
<td>141,848,950</td>
<td>131,758,950</td>
<td>2,677,987</td>
<td>9,509,344</td>
</tr>
<tr>
<td>Cancelled</td>
<td>18,328,661</td>
<td>6,141,330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Appropriations</td>
<td>6,018,648</td>
<td>6,018,648</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance: December 31, 2016</td>
<td>$ 29,708,545</td>
<td>$ 26,659,629</td>
<td>$ 1,587,258</td>
<td>$ 1,461,658</td>
</tr>
</tbody>
</table>
NOTE D. MUNICIPAL DEBT (continued)

SUMMARY OF STATUTORY DEBT CONDITION - ANNUAL DEBT STATEMENT

The summarized statement of debt condition which follows is prepared in accordance with the required method of setting up the Annual Debt Statement.


<table>
<thead>
<tr>
<th></th>
<th>Gross Debt</th>
<th>Deductions</th>
<th>Net Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local School District</td>
<td>$ 22,417,258</td>
<td>$ 22,417,258</td>
<td>$ -</td>
</tr>
<tr>
<td>Debt</td>
<td>$ 625,889,349</td>
<td>208,081,941</td>
<td>$ 417,807,408</td>
</tr>
<tr>
<td>General Debt</td>
<td>$ 648,306,607</td>
<td>230,499,199</td>
<td>$ 417,807,408</td>
</tr>
</tbody>
</table>

At December 31, 2016: Net Debt of $456,452,228 divided by Equalized Valuation Basis per N.J.S.A. 40A:2-2 as amended, $22,343,602,064 = 2.04%.

<table>
<thead>
<tr>
<th></th>
<th>Gross Debt</th>
<th>Deductions</th>
<th>Net Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local School District</td>
<td>$ 28,742,258</td>
<td>$ 28,742,258</td>
<td>$ -</td>
</tr>
<tr>
<td>Debt</td>
<td>$ 721,324,113</td>
<td>264,871,885</td>
<td>$ 456,452,228</td>
</tr>
<tr>
<td>General Debt</td>
<td>$ 750,066,371</td>
<td>293,614,143</td>
<td>$ 456,452,228</td>
</tr>
</tbody>
</table>

Equalized valuation basis is the average of the equalized valuations of real estate, including improvements, and the assessed valuation of class II Railroad Property of the County for the last 3 preceding years.

BORROWING POWER UNDER N.J.S.A. 40A:2-6 AS AMENDED

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three-Year Average Equalized</td>
<td>$ 25,242,322,640</td>
<td>$ 22,343,602,064</td>
</tr>
<tr>
<td>Valuation Basis</td>
<td>883,481,292</td>
<td>782,026,072</td>
</tr>
<tr>
<td>Net Debt</td>
<td>417,807,408</td>
<td>456,452,228</td>
</tr>
<tr>
<td>Excess Borrowing Power</td>
<td>$ 465,673,884</td>
<td>$ 325,573,844</td>
</tr>
</tbody>
</table>
NOTE D. MUNICIPAL DEBT (continued)

CITY-GUARANTEE OF OTHER PUBLIC BODY DEBT

The City has adopted various ordinances over the years guaranteeing the payment of principal and interest on debt issues of the Jersey City Municipal Utilities Authority (MUA), for the purpose of providing additional security therefor. The amount of debt guaranteed by the City on behalf of the MUA as of December 31, 2017 and 2016 was $150,221,941 and $199,455,227, respectively.

NOTE E. FUND BALANCES APPROPRIATED

Fund balance of the City consists of cash surplus and non-cash surplus. The City can anticipate fund balance to support its budget of the succeeding year, however, the use of non-cash surplus is subject to the prior written consent of the Division. Fund balances at December 31, 2017 and 2016 which were appropriated and included as anticipated revenue in the current fund budget of the succeeding year were as follows:

<table>
<thead>
<tr>
<th></th>
<th>Fund Balance Utilized in</th>
<th>Fund Balance Utilized in</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Fund</td>
<td>$ 78,920,179</td>
<td>$ 39,960,250</td>
</tr>
<tr>
<td>Capital Fund</td>
<td>1,306,241</td>
<td>-</td>
</tr>
</tbody>
</table>

NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION

Substantially all City employees participate in the Consolidated Police and Fireman's Pension Fund (CPF PF), Public Employees Retirement System (PERS), Police and Fireman's Retirement System of New Jersey (PFRS) or the Defined Contribution Retirement Program (DCRP), all of which are multiple employer plans sponsored and administered by the State of New Jersey, with the exception of the CPF PF, which is a single employer plan. The CPF PF, PERS and PFRS are cost sharing contributory defined benefit public employee retirement systems. The DCRP is a defined contribution plan.

In addition, certain employees participate in the Employees' Retirement System of the City of Jersey City (JCERS) and the City's Deferred Compensation Plan.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

STATE-MANAGED PENSION PLANS – CPFPF

The Consolidated Police and Fireman's Pension Fund (CPFPF) is a single employer contributory defined benefit plan which was established on January 1, 1952, under the provisions of N.J.S.A. 43:16 to provide retirement, death and disability benefits to county and municipal police and firemen who were appointed prior to July 1, 1944. The fund is a closed system with no active member and therefore no base payroll. The City currently only makes contributions for its retirees who are enrolled in this pension fund. During the years ended December 31, 2017, 2016 and 2015, the City contributed $-0-, $-0- and $46,592, respectively.

STATE-MANAGED PENSION PLANS – PERS

Plan Description and Eligibility

The PERS was established in January, 1955 under provisions of N.J.S.A. 43:15A and provides retirement, death, disability and post-retirement medical benefits to certain qualifying Plan members and beneficiaries. Membership is mandatory to substantially all full time employees and vesting occurs after 8 to 10 years of service for pension benefits. Significant modifications to enrollment, benefits and eligibility for benefits under the plan were made in 2007, 2008, 2010 and 2011. These changes resulted in various “tiers” which distinguish period of eligibility for enrollment. The delineation of these tiers is as follows:

- Tier 1: Employees enrolled before July 1, 2007.
- Tier 3: Employees eligible for enrollment after November 1, 2008 but before May 22, 2010.
- Tier 4: Employees eligible for enrollment after May 21, 2010 but before June 28, 2011.
- Tier 5: Employees eligible for enrollment after June 27, 2011.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Tier 1 and 2 employees must earn a base salary of $1,500 or more to enroll in the plan. Pensionable salaries are limited to the IRS maximum salary compensation limits for Tier 1 employees and social security maximum wage for Tier 2 employees. Tier 2 employees earning over the social security maximum wage are eligible to participate in DCRP for the excess amount. Tier 3 employees must earn a base salary that is annually adjusted. For the fiscal year ended December 31, 2017 and 2016 this base salary amount was $8,300, each year. Employees earning between $5,000 and the Tier 3 minimum base salary are eligible for participation in DCRP. Pensionable salaries are limited to the social security maximum wage. Employees earning over the social security maximum wage are eligible to participate in DCRP for the excess amount. Tier 4 and 5 employees do not have a minimum salary requirement to enroll, but must work a minimum of 32 hours per week. Employees not meeting the minimum hour requirement but that make over $5,000 are eligible to enroll in DCRP. Pensionable salaries are limited to the social security maximum wage. Employees earning over the social security maximum wage are eligible to participate in DCRP for the excess amount.

Plan Benefits

Service retirement benefits of 1/55th of final average salary for each year of service credit is available to tiers 1 and 2 members upon reaching age 60 and to tier 3 members upon reaching age 62. Service retirement benefits of 1/60th of final average salary for each year of service credit is available to tier 4 members upon reaching age 62 and tier 5 members upon reaching age 64. Early retirement benefits are available to tiers 1 and 2 members before reaching age 60, tiers 3 and 4 before age 62 and tier 5 with 30 or more years of service credit before age 65. Benefits are reduced by a fraction of a percent for each month a member retires prior to the retirement age of their respective tier. Deferred retirement is available to members who have at least 10 years of service credit and have not reached the service retirement age for the respective tier.

Each of the 5 Tiers have eligibility requirements and benefit calculations which vary for deferred retirements, early retirements, veteran retirements, ordinary disability retirements and accidental disability retirements. There is no minimum service requirement to receive these pension benefits. State-paid insurance coverage may be obtained after 25 years of service for employees in Tiers 1 through 4 and 30 years of service for Tier 5 employees.
CITY OF JERSEY CITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Contributions and Liability

The contribution policy for PERS is set by N.J.S.A. 43:15A and requires contributions by active members and their employers. Such contributions may be amended by State legislation. Employers' contribution amounts are based on an actuarially determined rate. The annual employer contributions include funding for basic retirement allowances and non-contributory death benefits. The employee contributions include funding for basic retirement allowances and contributory death benefits. Contributions made by the City and its employees for the previous three years are as follows:

<table>
<thead>
<tr>
<th>Year Ended December 31</th>
<th>City Contribution</th>
<th>Employee Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount Paid or Charged</td>
<td>As a Percentage of Base Wages</td>
</tr>
<tr>
<td>2017</td>
<td>$4,048,980</td>
<td>15.0%</td>
</tr>
<tr>
<td>2016</td>
<td>3,796,490</td>
<td>15.9%</td>
</tr>
<tr>
<td>2015</td>
<td>2,767,056</td>
<td>14.6%</td>
</tr>
</tbody>
</table>

(1) The rate noted took effect on July 1.

At June 30, 2017 and 2016, the City’s net pension liability for PERS, including the City’s proportionate share, was as follows:

<table>
<thead>
<tr>
<th>Year Ended June 30</th>
<th>Proportionate Share Rate</th>
<th>Change</th>
<th>Net Pension Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>0.38824%</td>
<td>0.00004%</td>
<td>$90,376,243</td>
</tr>
<tr>
<td>2016</td>
<td>0.38820%</td>
<td>0.14823%</td>
<td>114,973,627</td>
</tr>
</tbody>
</table>

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability of the as of June 30, 2017 and 2016, calculated using the discount rate as disclosed in the table and paragraphs that follow as well as what the collective net pension liability would be if it was calculated using a discount rate that is 1% lower or 1% higher than the current rate:

<table>
<thead>
<tr>
<th>At:</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1% Decrease</td>
<td>Rate</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
<td>4.00%</td>
<td>$112,117,863</td>
</tr>
<tr>
<td>Current Discount Rate</td>
<td>5.00%</td>
<td>$90,376,243</td>
</tr>
<tr>
<td>1% Increase</td>
<td>6.00%</td>
<td>$72,262,779</td>
</tr>
</tbody>
</table>
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Actuarial Assumptions

The total pension liability for the June 30, 2017 and June 30, 2016 measurement dates were determined by actuarial valuations as of July 1, 2016 and 2015, respectively, which were rolled forward to June 30, 2017 and 2016, respectively. These actuarial valuations used the following actuarial assumptions, applied to all periods in the measurement:

<table>
<thead>
<tr>
<th>Measurement Date of</th>
<th>Inflation Rate</th>
<th>Age-Based Salary Increases Through 2026</th>
<th>Investment Rate of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2017</td>
<td>2.25%</td>
<td>1.65-4.15%</td>
<td>7.00%</td>
</tr>
<tr>
<td>June 30, 2016</td>
<td>3.08%</td>
<td>1.65-4.15%</td>
<td>7.65%</td>
</tr>
</tbody>
</table>

Mortality – For both the June 30, 2017 and 2016 Measurement Dates, preretirement mortality rates were based on the RP-2000 Employee Preretirement Mortality Table for male and female active participants (set back two years for males and seven years for females). In addition, the tables provided for future improvements in mortality from the base year of 2013 using a generational approach based on the plan actuary’s modified MP-2014 projection scale. Post-retirement mortality rates were based on the RP-2000 Combined Healthy Male and Female Mortality Tables (set back one year for males and females) for service retirements and beneficiaries of former members and a one-year static projection based on mortality improvement Scale AA. In addition, the tables for service retirements and beneficiaries of former members provide for future improvements in mortality from the base year of 2013 using a generational approach based on the plan actuary’s modified MP-2014 projection scale. Disability retirement rates used to value disabled retirees were based on the RP-2000 Disabled Mortality Table (set back three years for males and set forward one year for females).

The actuarial assumptions used in both the July 1, 2016 and 2015 valuations were based on the results of an actuarial experience study for the period July 1, 2011 to June 30, 2014. It is likely that future experience will not exactly conform to these assumptions. To the extent that actual experience deviates from these assumptions, the emerging liabilities may be higher or lower than anticipated. The more the experience deviates, the larger the impact on future financial statements will be.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Long-Term Expected Rate of Return - In accordance with State statute, the long-term expected rate of return on plan investments (7.00% at June 30, 2017 and 7.65% at June 30, 2016) is determined by the State Treasurer, after consultation with the Directors of the Division of Investments and Division of Pensions and Benefits, the board of trustees and the actuaries. The long-term expected rate of return was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic rates of return for each major asset class included in PERS target asset allocations as of June 30, 2017 and 2016 are summarized in the following table:

<table>
<thead>
<tr>
<th>June 30, 2017</th>
<th>Long-Term Expected Real Rate of Return</th>
<th>June 30, 2016</th>
<th>Long-Term Expected Real Rate of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset Class</td>
<td>Target Allocation</td>
<td></td>
<td>Asset Class</td>
</tr>
<tr>
<td>Absolute Return / Risk Mitigation</td>
<td>5.00%</td>
<td>5.51%</td>
<td>Cash &amp; Equivalents</td>
</tr>
<tr>
<td>Cash &amp; Equivalents</td>
<td>5.50%</td>
<td>1.00%</td>
<td>U.S. Treasuries</td>
</tr>
<tr>
<td>U.S. Treasuries</td>
<td>3.00%</td>
<td>1.87%</td>
<td>Investment Grade Credit</td>
</tr>
<tr>
<td>Investment Grade Credit</td>
<td>10.00%</td>
<td>3.78%</td>
<td>Mortgages</td>
</tr>
<tr>
<td>Public High Yield</td>
<td>2.50%</td>
<td>6.82%</td>
<td>High Yield Bonds</td>
</tr>
<tr>
<td>Global Diversified Credit</td>
<td>5.00%</td>
<td>7.10%</td>
<td>Inflation-Indexed Bonds</td>
</tr>
<tr>
<td>Credit Oriented Hedge Funds</td>
<td>1.00%</td>
<td>6.00%</td>
<td>Broad U.S. Equities</td>
</tr>
<tr>
<td>Debt Related Private Equity</td>
<td>2.00%</td>
<td>10.63%</td>
<td>Developed Foreign Equities</td>
</tr>
<tr>
<td>Debt Related Real Estate</td>
<td>1.00%</td>
<td>6.61%</td>
<td>Emerging Market Equities</td>
</tr>
<tr>
<td>Private Real Asset</td>
<td>2.50%</td>
<td>11.83%</td>
<td>Private Equity</td>
</tr>
<tr>
<td>Equity Related Real Estate</td>
<td>6.25%</td>
<td>9.23%</td>
<td>Hedge Funds / Absolute Return</td>
</tr>
<tr>
<td>U.S. Equity</td>
<td>30.00%</td>
<td>8.19%</td>
<td>Real Estate (Property)</td>
</tr>
<tr>
<td>Non-U.S. Developed Markets Equity</td>
<td>11.50%</td>
<td>9.00%</td>
<td>Commodities</td>
</tr>
<tr>
<td>Emerging Market Equities</td>
<td>6.50%</td>
<td>11.64%</td>
<td>Global Debt ex U.S.</td>
</tr>
<tr>
<td>Buyouts / Venture Capital</td>
<td>8.25%</td>
<td>13.08%</td>
<td>REIT</td>
</tr>
</tbody>
</table>
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Discount Rate - The discount rate used to measure the total pension liability was 5.00% and 3.98% as of June 30, 2017 and 2016, respectively. This single blended discount rate was based on the long-term expected rate of return on pension plan investments of 7.00% and 7.65% as of June 30, 2017 and 2016, respectively, and a municipal bond rate of 3.58% and 2.85% as of June 30, 2017 and 2016, respectively, based on the Bond Buyer Go 20-Bond Municipal Bond Index which includes tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made based on the contribution rate in the most recent fiscal year for each of the June 30, 2017 and June 30, 2016 measurement dates. Local employers contributed 100% of their actuarially determined contributions.

Based on those assumptions, the plan’s fiduciary net position was projected to be available to make projected future benefit payments of current plan members through 2040 and 2034 as of June 30, 2017 and 2016, respectively. Therefore, the long-term expected rate of return on plan investments was applied to projected benefit payments through 2040 and 2034 as of June 30, 2017 and 2016, respectively, and the municipal bond rate was applied to projected benefit payments after those dates in determining the total pension liability.

Deferred Outflows and Inflows of Resources

The following presents a summary of changes in the collective deferred outflows of resources and deferred inflows of resources for the years ended June 30, 2017 and 2016:

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2017</th>
<th>June 30, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Outflows of Resources</td>
<td>$18,207,698</td>
<td>$23,816,395</td>
</tr>
<tr>
<td>Deferred Inflows of Resources</td>
<td>$(18,140,945)</td>
<td>$(9,913,856)</td>
</tr>
<tr>
<td>Net Deferred Outflow / Inflow</td>
<td>$66,753</td>
<td>$23,816,395</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2017</th>
<th>June 30, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Changes of Assumptions</td>
<td>$18,207,698</td>
<td>$23,816,395</td>
</tr>
<tr>
<td>Difference Between Expected and Actual Experience</td>
<td>$2,128,049</td>
<td>$2,138,161</td>
</tr>
<tr>
<td>Net Difference Between Projected and Actual Earnings on Pension Plan Investments</td>
<td>$615,401</td>
<td>$4,384,049</td>
</tr>
<tr>
<td>Changes in Proportion</td>
<td>$24,355,346</td>
<td>$10,684,502</td>
</tr>
<tr>
<td></td>
<td>$(23,713,963)</td>
<td>$(9,913,856)</td>
</tr>
<tr>
<td></td>
<td>$731,383</td>
<td>$770,646</td>
</tr>
<tr>
<td></td>
<td>$(41,854,908)</td>
<td>$(9,913,856)</td>
</tr>
<tr>
<td></td>
<td>$3,531,586</td>
<td>$31,109,251</td>
</tr>
</tbody>
</table>
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

STATE-MANAGED PENSION PLANS – PERS (continued)

Deferred Outflows and Inflows of Resources

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<table>
<thead>
<tr>
<th>Year Ended</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>$2,365,158</td>
</tr>
<tr>
<td>2019</td>
<td>3,030,476</td>
</tr>
<tr>
<td>2020</td>
<td>2,156,544</td>
</tr>
<tr>
<td>2021</td>
<td>(2,133,513)</td>
</tr>
<tr>
<td>2022</td>
<td>(1,887,080)</td>
</tr>
<tr>
<td></td>
<td><strong>$3,531,586</strong></td>
</tr>
</tbody>
</table>

STATE-MANAGED PENSION PLANS – PFRS

Plan Description and Eligibility

The PFRS was established in July, 1944, under the provisions of N.J.S.A. 43:16A to provide coverage to substantially all full time county and municipal police or firefighters and state police appointed after June 30, 1944. Membership is mandatory for such employees with vesting occurring after 10 years of membership. Significant modifications to enrollment, benefits and eligibility for benefits under the plan were made in 2010 and 2011. These changes resulted in various “tiers” which distinguish period of eligibility for enrollment. The delineation of these tiers is noted as follows:

- Tier 1: Employees enrolled before May 22, 2010.
- Tier 2: Employees enrolled after May 21, 2010 but before June 29, 2011.
- Tier 3: Employees enrolled after June 28, 2011.

There is no minimum salary requirement to enroll, regardless of tier. Pensionable salaries are limited to the social security maximum wage for Tier 2 and 3 employees and federal pensionable maximum for Tier 1 employees. Employees earning over the social security maximum wage are eligible to participate in DCRP for the excess amount.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Plan Benefits

Service retirement benefits are available at age 55 and are generally determined to be 2% of final compensation for each year of creditable service, as defined, up to 30 years plus 1% for each year of service in excess of 30 years. Members may seek special retirement after achieving 25 years of creditable service, in which benefits would equal 65% (tiers 1 and 2 members) and 60% (tier 3 members) of final compensation plus 1% for each year of creditable service over 25 years but not to exceed 30 years. Members may elect deferred retirement benefits after achieving ten years of service, in which case benefits would begin at age 55 equal to 2% of final compensation for each year of service.

Contributions and Liability

The contribution policy for PFRS is set by N.J.S.A. 43:16A and requires contributions by active members and their employers. Such contributions may be amended by State legislation. Employers’ contribution amounts are based on an actuarially determined rate which includes the normal cost and unfunded accrued liability. The annual employer contributions include funding for basic retirement allowances and non-contributory death benefits. The employee contributions include funding for basic retirement allowances and contributory death benefits. Contributions made by the City and its employees for the previous three years are as follows:

<table>
<thead>
<tr>
<th>Year Ended December 31</th>
<th>City Contribution Amount Paid or Charged</th>
<th>As a Percentage of Base Wages</th>
<th>Base Wages Subject to Contributions</th>
<th>Employee Contributions As a Percentage of Base Wages</th>
<th>Amount Contributed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$38,869,751</td>
<td>0.0%</td>
<td>$144,810,473</td>
<td>10.00%</td>
<td>$14,481,047</td>
</tr>
<tr>
<td>2016</td>
<td>38,097,772</td>
<td>26.1%</td>
<td>145,992,133</td>
<td>10.00%</td>
<td>14,599,213</td>
</tr>
<tr>
<td>2015</td>
<td>34,790,479</td>
<td>24.4%</td>
<td>142,418,958</td>
<td>10.00%</td>
<td>14,241,896</td>
</tr>
</tbody>
</table>

NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

STATE-MANAGED PENSION PLANS – PFRS (continued)

The amounts contributed on behalf of the City under this legislation are considered to be a special funding situation. As such, the State is treated as a non-employer contributing entity. Since the City does not contribute under this legislation directly to the plan (except for employer specified financed amounts), there is no net pension liability to report in the financial statements of the City related to this legislation. However, the notes to the financial statements of the City must disclose the portion of the State’s total proportionate share of the collective net pension liability that is associated with the City.

At June 30, 2017 and 2016, the City’s net pension liability for PFRS, including the special funding situation described above and changes in the City’s proportionate share, was as follows:

<table>
<thead>
<tr>
<th>Year Ended June 30</th>
<th>Unit</th>
<th>City (employer) Proportionate Share Rate</th>
<th>Change</th>
<th>Net Pension Liability</th>
<th>State of N.J. (nonemployer) On-Behalf of City</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2017 Police 2.62429% 0.05679% $405,139,869</td>
<td>$45,379,078</td>
<td>450,518,947</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2017 Fire 1.90286% -0.02017% 293,764,059</td>
<td>32,904,049</td>
<td>326,668,108</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2017 Total * * $698,903,928</td>
<td>$78,283,127</td>
<td>777,187,055</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016 Police 2.56750% 0.02666% 490,457,948</td>
<td>41,186,303</td>
<td>531,644,251</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016 Fire 1.92103% 0.04128% 367,347,939</td>
<td>30,848,116</td>
<td>398,196,055</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016 Total * * $857,805,887</td>
<td>$72,034,419</td>
<td>929,840,306</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sensitivity of the City’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City’s proportionate share of the net pension liability of the as of June 30, 2017 and 2016, calculated using the discount rate as disclosed above as well as what the collective net pension liability would be if it was calculated using a discount rate that is 1% lower or 1% higher than the current rate:

<table>
<thead>
<tr>
<th>Year Ended June 30</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td></td>
<td>1% Decrease 5.14% $920,863,482</td>
<td>Current Discount Rate 6.14% 698,903,928</td>
<td>1% Increase 7.14% 516,538,916</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td>4.55% $1,106,077,793</td>
<td>5.55% 857,805,887</td>
<td>6.55% 381,323,823</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF JERSEY CITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Actuarial Assumptions

The total pension liability for the June 30, 2017 and June 30, 2016 measurement dates were determined by actuarial valuations as of July 1, 2016 and 2015, respectively, which were rolled forward to June 30, 2017 and 2016, respectively. These actuarial valuations used the following actuarial assumptions:

<table>
<thead>
<tr>
<th>Measurement Date of</th>
<th>Inflation Rate</th>
<th>Age-Based Salary Increases Through 2026</th>
<th>Age-Based Salary Increases Thereafter</th>
<th>Investment Rate of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2017</td>
<td>2.25%</td>
<td>2.10-8.98%</td>
<td>3.10-9.98%</td>
<td>7.00%</td>
</tr>
<tr>
<td>June 30, 2016</td>
<td>3.08%</td>
<td>2.10-8.98%</td>
<td>3.10-9.98%</td>
<td>7.65%</td>
</tr>
</tbody>
</table>

*Mortality* – For the June 30, 2017 and 2016 Measurement Dates, preretirement mortality rates were based on the RP-2000 Preretirement Mortality Tables projected 13 years using Projection Scale BB and then projected on a generational basis using the plan actuary’s modified 2014 projection scales. Postretirement mortality rates for male service retirements and beneficiaries are based on the RP-2000 Combined Health Mortality Tables projected one year using Projection Scale AA and then three years for June 30, 2017 and two years for June 30, 2016 using the plan actuary’s modified 2014 projection scales and further projected on a generational basis using the plan actuary’s modified 2014 projection scales. Post-retirement mortality rates for female service retirements and beneficiaries were based on the RP-2000 Combined Healthy Mortality Tables projected 13 years using Projection Scale BB and then three years for June 30, 2017 and two years for June 30, 2016 using the plan actuary’s modified 2014 projection scales and further projected on a generational basis using the plan actuary’s modified 2014 projection scales. Disability mortality rates were based on special mortality tables used for the period after disability retirement. The actuarial assumptions used in the July 1, 2016 and 2015 valuations were based on the results of an actuarial experience study for the period July 1, 2010 to June 30, 2013.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Long-Term Expected Rate of Return - In accordance with State statute, the long-term expected rate of return on plan investments (7.00% at June 30, 2017 and 7.65% at June 30, 2016) is determined by the State Treasurer, after consultation with the Directors of the Division of Investments and Division of Pensions and Benefits, the board of trustees and the actuaries. The long-term expected rate of return was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic rates of return for each major asset class included in PFRS target asset allocations as of June 30, 2017 and 2016 are summarized in the following table:

<table>
<thead>
<tr>
<th>June 30, 2017</th>
<th>June 30, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset Class</td>
<td>Target Allocation</td>
</tr>
<tr>
<td>Absolute Return / Risk Mitigation</td>
<td>5.00%</td>
</tr>
<tr>
<td>Cash &amp; Equivalents</td>
<td>5.50%</td>
</tr>
<tr>
<td>U.S. Treasuries</td>
<td>3.00%</td>
</tr>
<tr>
<td>Investment Grade Credit</td>
<td>5.00%</td>
</tr>
<tr>
<td>Public High Yield</td>
<td>2.50%</td>
</tr>
<tr>
<td>Global Diversified Credit</td>
<td>5.00%</td>
</tr>
<tr>
<td>Credit Oriented Hedge Funds</td>
<td>1.00%</td>
</tr>
<tr>
<td>Debt Related Private Equity</td>
<td>2.00%</td>
</tr>
<tr>
<td>Debt Related Real Estate</td>
<td>1.00%</td>
</tr>
<tr>
<td>Private Real Asset</td>
<td>2.50%</td>
</tr>
<tr>
<td>Equity Related Real Estate</td>
<td>6.25%</td>
</tr>
<tr>
<td>U.S. Equity</td>
<td>30.00%</td>
</tr>
<tr>
<td>Non-U.S. Developed Markets Equity</td>
<td>11.50%</td>
</tr>
<tr>
<td>Emerging Market Equities</td>
<td>6.50%</td>
</tr>
<tr>
<td>Buyouts / Venture Capital</td>
<td>8.25%</td>
</tr>
</tbody>
</table>
CITY OF JERSEY CITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

STATE-MANAGED PENSION PLANS – PFRS (continued)

Discount Rate - The discount rate used to measure the total pension liability was 6.14% and 5.55% as of June 30, 2017 and 2016, respectively. This single blend discount rate was based on the long-term expected rate of return on pension plan investments of 7.00% and 7.65% as of June 30, 2017 and 2016, respectively, and a municipal bond rate of 3.58% and 2.85% as of June 30, 2017 and 2016, respectively, based on the Bond Buyer Go 20 Bond Municipal Bond Index which includes tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers and the nonemployer contributing entity will be made based on the contribution rate in most recent fiscal year. Based on those assumptions, the plan's fiduciary net position was projected to be available to make projected future benefit payments of current plan members through 2057 and 2050 as of June 30, 2017 and 2016, respectively. Therefore, the long-term expected rate of return on plan investments was applied to projected benefit payments through 2057 and 2050 as of June 30, 2017 and 2016, respectively, and the municipal bond rate was applied to projected benefit payments after that date in determining the total pension liability.

Deferred Outflows and Inflows of Resources

The following presents a summary of changes in the collective deferred outflows of resources and deferred inflows of resources (excluding employer specific amounts) for the years ended June 30, 2017 and 2016:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deferred Outflows of Resources</td>
<td>$86,182,640</td>
<td>$118,813,164</td>
<td>Net Deferred Outflow / (Inflow)</td>
<td>$28,277,388</td>
</tr>
<tr>
<td></td>
<td>Deferred Inflows of Resources</td>
<td>(114,460,028)</td>
<td>$432,092</td>
<td>Deferred Outflows of Resources</td>
<td>$118,813,164</td>
</tr>
<tr>
<td></td>
<td>Net Deferred Outflow / (Inflow)</td>
<td>$(28,277,388)</td>
<td>$432,092</td>
<td>Net Deferred Outflow / (Inflow)</td>
<td>$78,543,984</td>
</tr>
<tr>
<td>Difference Between Expected and Actual Experience</td>
<td>$4,534,077</td>
<td>(1,101,985)</td>
<td>$(5,623,044)</td>
<td>(5,623,044)</td>
<td></td>
</tr>
<tr>
<td>Net Difference Between Projected and Actual Earnings on Pension Plan Investments</td>
<td>13,236,725</td>
<td>60,104,732</td>
<td>60,104,732</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Changes in Proportion</td>
<td>23,664,481</td>
<td>16,618,537</td>
<td>15,756,354</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$127,717,923</td>
<td>$201,278,298</td>
<td>$127,717,923</td>
<td>$201,278,298</td>
<td>$189,051,206</td>
</tr>
</tbody>
</table>
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

STATE-MANAGED PENSION PLANS – PFRS (continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<table>
<thead>
<tr>
<th>Year Ended</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>June 30, $</td>
</tr>
<tr>
<td>2018</td>
<td>12,757,270</td>
</tr>
<tr>
<td>2019</td>
<td>26,407,182</td>
</tr>
<tr>
<td>2020</td>
<td>5,126,348</td>
</tr>
<tr>
<td>2021</td>
<td>(28,652,657)</td>
</tr>
<tr>
<td>2022</td>
<td>(13,528,178)</td>
</tr>
<tr>
<td></td>
<td>$ 2,109,966</td>
</tr>
</tbody>
</table>

STATE-MANAGED PENSION PLANS – GENERAL

The State established and administers a Supplemental Annuity Collective Trust Fund (SACT) which is available to active members of several State-administered retirement systems to purchase annuities to supplement the guaranteed benefits provided by their retirement system. The State or local government employers do not appropriate funds to SACT.

The State also administers the Pension Adjustment Fund (PAF) which provides cost of living increases, equal to 60 percent of the change in the average consumer price index, to eligible retirees in all State-sponsored pension systems except SACT. The cost of living increases for PFRS and PERS are funded directly by each of the respective systems and are considered in the annual actuarial calculation of the required State contribution for that system.

According to state statutes, all obligations of PERS and PFRS will be assumed by the State of New Jersey should the PERS and PFRS be terminated.

PERS and PFRS Fiduciary Net Position

The State of New Jersey issues publicly available financial reports that include the financial statements, required supplementary information and detailed information about the fiduciary net position of the PERS and PFRS. These financial statements were prepared in accordance with accounting principles generally accepted in the United States. This report may be obtained by writing to the State of New Jersey, Department of the Treasury, Division of Pensions and Benefits, P.O. Box 295, Trenton, New Jersey 08625-0295 or accessed at www.state.nj.us/treasury/pensions.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

STATE-MANAGED PENSION PLANS - PENSION DEFERRAL

Legislation, known as Chapter 19 of the Public Laws of 2009 (P.L. 2009, c. 19), was enacted and effective on March 17, 2009 allowing for an adjustment in the contributions that local employers, such as the City, must make to the PERS and PFRS during the year ended June 30, 2009. Under this legislation, local governments were given the option to defer exactly 50% of their required pension contribution as certified by the State of New Jersey, Department of the Treasury, Division of Pensions and Benefits or pay the full amount of the required contribution for the year ended June 30, 2009.

The City elected the 50% deferral, totaling $14,826,590, consisting of $14,129,001 for PFRS and $697,589 for PERS. Under the terms of the pension deferral, the City is obligated to repay the entire deferral in 15 amortized annual installments starting April 1, 2012 and ending April 1, 2026. These payments will be added to the regular pension bills. In 2016, the City dissolved the Jersey City Incinerator Authority, and therefore assumed its share of pension deferral obligations. The amount of the deferral paid during the years ended December 31, 2017 and 2016, as well as the short term liability of the deferral, are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Combined Interest and Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Paid During Year Ended Dec. 31, 2016</td>
</tr>
<tr>
<td>PERS</td>
<td>$107,071</td>
</tr>
<tr>
<td>PFRS</td>
<td>2,127,246</td>
</tr>
<tr>
<td>Total</td>
<td>$2,234,317</td>
</tr>
</tbody>
</table>

DEFINED CONTRIBUTION RETIREMENT PROGRAM

The DCRP provides eligible members with a tax-sheltered, defined contribution retirement benefit, along with life insurance and disability coverage. Individuals eligible for membership in the DCRP include (a) state or local officials elected or appointed to new office on or after July 1, 2007, (b) employees enrolled in PERS on or after July 1, 2007 or PFRS after May 21, 2010 who earn salary in excess of established maximum compensation limit and (c) employees otherwise eligible for PERS on or after November 2, 2008 or PFRS after May 21, 2010 that earn below the minimum PERS or PFRS salary but more than $5,000 annually.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Vesting occurs upon commencement of the third year of membership. Should the vesting period not be reached, contributions will be refunded to the appropriate contributing parties. Employer matching contributions and earnings are only available after the age of 55. Distributions render the member retired and ineligible for future participation in any State-administered plans. Otherwise, distributions are available at any time as lump sum, fixed term or life annuity.

Members are covered by employer-paid life insurance in the amount of 1 1/2 times the annual base salary on which DCRP contributions were based. Members are also eligible for employer-paid long-term disability coverage after one year of participation. Eligibility occurs after six consecutive months of total disability. Members would receive a regular monthly income benefit up to 60% of the base salary on which DCRP contributions were based during the 12 months preceding the onset of the disability, offset by any other periodic benefit the member may be receiving. Benefits will be paid until the age of 70 so long as the member remains disabled and has not begun receiving retirement annuity payments. The following table represents the City and employee contributions during the previous three years:

<table>
<thead>
<tr>
<th>Year Ended Dec. 31,</th>
<th>Employee Contributions</th>
<th>City Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimated Amount</td>
<td>Percentage of Base Payroll</td>
</tr>
<tr>
<td>2017</td>
<td>$77,840</td>
<td>5.50%</td>
</tr>
<tr>
<td>2016</td>
<td>71,977</td>
<td>5.50%</td>
</tr>
<tr>
<td>2015</td>
<td>72,582</td>
<td>5.50%</td>
</tr>
</tbody>
</table>

EMPLOYEES' RETIREMENT SYSTEM OF JERSEY CITY

The Employees' Retirement System of Jersey City (JCERS) became effective February 22, 1965, under N.J.S.A. 43:13-22.50, et seq. Legislation was approved amending the JCERS on May 9, 1990, effective June 1, 1990 and August 19, 1996 to revise the retirement and survivorship benefits payable to retirees and beneficiaries. Legislation in 2003 (Chapter 167, P.L. 2003) increased retirement allowances to 100% of CPI increases, replacing the previous 60%. Finally, Chapter 247, P.L. 2005 decreased the early retirement factor from 2/12 of 1% to 1/12 of 1% per month for retirees prior to the age of 60. The following plan description reflects these amendments. Under Chapter 282, P.L. 2013, legislation amends Section 43:13-22.73 to decrease retirants' Cost of Living Adjustments from 100% to 50% of the percentum of change in the Department of Labor's Consumer Price Index, which is assumed to increase at 3% per year.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Plan Members - The number of plan members at January 1, 2016 was as follows:

- Retired Members and Eligibles Survivors: 349
- Inactive Members Entitled to But Not Yet Receiving Benefits: 19
- Active Members: 818

Total: 1,186

Plan Description - The Plan is a single employer defined benefit pension plan covering certain employees of the City. Employees who were members of the former pension system (other than police, fire and Board of Education employees) hired after February 22, 1965, and under age 40 at the date of employment must become members of the Plan. In addition, temporary employees hired after October 7, 1984, with one year's continuous service, and under age 40 at the date of employment, must also become members of the Plan. Employees of the City who are not eligible to become members of the Plan are covered under the Public Employees' Retirement System which is managed by the State of New Jersey.

The activities of the JCERS are administered by a Pension Commission, which consists of the Mayor, Chief Financial Officer, two elected employee representatives, and one appointed citizen member. UBS and Trust Company of the West are designated custodians of the Plan's investments.

The JCERS has an actuarial valuation performed bi-annually as required by GASB. The most recent actuarial position of the JCERS was conducted as of December 31, 2017. Such valuations provide a basis for determining the contributions payable by the City.

The JCERS issues publicly available financial reports that include the financial statements and required supplementary information of the system. The financial report may be obtained by writing to the City Clerk, City of Jersey City, 280 Grove Street, Jersey City, NJ 07302.

Funding Policy - The JCERS is supported by joint contributions of its members and of the City.

Each member, on the effective date of the system, is required to contribute 6% to 8.5% of gross payroll. The contribution percentage varies with the member's age at the time of appointment. Each active member, who became a member after the effective date of the Plan, is required to contribute from 6.2% to 10.15% of their salary. The contribution percentage varies with the member's age on the date of entry to the Plan.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Although it has not expressed any intention to do so, the City has the right to discontinue its contributions to the JCERS at any time and to terminate the JCERS subject to legislation. The City's contribution to the JCERS for the years ended December 31, 2017 and 2016 was $9,054,000 and $8,841,332, respectively.

Pension Benefits - For the purpose of this section "final salary" for benefit purposes is to be defined as the average annual salary during the member's final 3 years of service or for any 3 fiscal years of membership providing the largest possible benefit to the member or beneficiary. Final Salary for employees hired after January 17, 2014 is changed to be the average annual compensation for any five fiscal years of membership providing the largest benefit.

Pension benefits partially vest after 10 years of credited service. If a member has completed 10 years of credited service, and is separated from service either voluntarily or involuntarily, prior to age 60 (65 for employees hired after January 17, 2014), the member may elect to receive a lump-sum distribution of their own contributions, or to receive a deferred pension commencing at age 60 (65 for employees hired after January 17, 2014). The deferred pension is equal to 50% of the member's final salary multiplied by the ratio of years of credited service to years of credited service which would have been attained had the member continued to age 60 (65 for employees hired after January 17, 2014). The minimum annual pension is $3,600.

On August 19, 1996, the Plan was amended. Participants are eligible to receive normal retirement benefits upon completion of 20 years (25 years for employees hired after January 17, 2014) of service and attainment of age 60 (age 65 for employees hired after January 17, 2014). Benefits under the Plan are calculated on the basis of 55% of final salary, plus 1% of the final salary for each year in excess of 20 (25 years for employees hired after January 17, 2014) years.

Participants are eligible for retirement benefits upon attaining age 60 (65 for employees hired after January 17, 2014) with less than 20 (25 years for employees hired after January 17, 2014) years of service. Benefits under the Plan are calculated on the basis of 2% of the retireant's final salary for each year of creditable service.

For members electing early retirement, prior to age 60 (65 for employees hired after January 17, 2014), with 25 (30 years for employees hired after January 17, 2014) years of credited service, benefits under the Plan equal 55% of final salary reduced by 1/12 of 1% for each month that the member is less than age 60 (3/12 of 1% for each month that the member is less than age 65 for employees hired after January 17, 2014).
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Disability and Death Benefits - Any member who has 5 or more years of creditable service and has become permanently disabled may retire on a disability pension computed on the basis of 50% of their final salary plus 1% for each year of creditable service in excess of 20 years. Any member who becomes permanently disabled as a result of the performance of their regular duties during employment may retire on a disability pension. The pension is equal to two-thirds of final salary.

In the event of the member's death, there is a survivorship benefit to the member's surviving spouse of 50% of the member's final salary provided the member was employed by the City for a period of five years. In the case of no surviving spouse, other dependents receive a benefit to a lesser extent. Death of a retirant will result in the surviving spouse, minor children or dependent parents, receiving a survivorship benefit equal to 50% of the retirant's pension at retirement, not less than $3,600.

Net Pension Liability - The components of the net pension liability as of December 31, 2017 and 2016 are as follows:

<table>
<thead>
<tr>
<th></th>
<th>As of December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017</td>
</tr>
<tr>
<td>Total Pension Liability</td>
<td>$ 220,191,604</td>
</tr>
<tr>
<td>Plan Fiduciary Net Position</td>
<td>118,867,748</td>
</tr>
<tr>
<td>City's Net Pension Liability</td>
<td>$ 101,323,856</td>
</tr>
</tbody>
</table>

Plan's Fiduciary Net Position as a Percentage of the Total Pension Liability 54.0% 49.1%

Covered employee payroll as of the January 1, 2016 actuarial valuation is $33,421,968. The net pension liability as a percentage of covered employee payroll is 303.17%.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following presents the net pension liability, calculated using the discount rate of 8.25%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (7.25%) or 1-percentage-point higher (9.25%) than the current rate:

<table>
<thead>
<tr>
<th></th>
<th>Current Discount Rate</th>
<th>1% Decrease to 7.25%</th>
<th>1% Increase to 9.25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Pension Liability</td>
<td>$ 127,620,597</td>
<td>$ 101,323,856</td>
<td>$ 86,853,297</td>
</tr>
</tbody>
</table>
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

**Actuarial Assumptions** - The total pension liability as of December 31, 2016 were determined by use of update procedures to roll forward the plan’s total pension liability as of December 31, 2015 to December 31, 2016 using the following actuarial assumptions, applied to all periods included in the measurement:

- **Actuarial cost method:** Entry Age Normal, Level Percentage of Pay
- **Inflation:** 3.00% per annum
- **Salary increases:** Salaries are assumed to increase as follows:
  - **Annual Rate of Salary Increase**
  - **Age**
  - 20: 4.91%
  - 25: 5.00%
  - 30: 4.86%
  - 35: 4.50%
  - 40: 4.23%
  - 45: 3.85%
  - **Age**
  - 50: 3.57%
  - 55: 3.09%
  - 60: 2.74%
  - 62: 2.57%
  - 65: 2.30%
  - 69: 1.86%
- **Investment rate of return:** 8.25%, net of pension plan investment expenses. This is based on an average inflation rate of 3.00% and a real rate of return of 5.25%.

Mortality rates among healthy annuitants were based on the RP-2000 Combined Healthy Male and Female Mortality Tables (set back 1 year for males and females) with a one year static projection based on mortality improvement scale AA and further projected from the base year of 2013 using a generational approach based on the Conduent Modified 2015 projection scale. Mortality rates among disabled annuitants were based on the RP-2000 Disabled Mortality Tables (set back 3 years for males and set forward 1 year for females) and further projected from the base year of 2013 using a generational approach based on the Conduent Modified 2015 projection scale.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

Best estimates of arithmetic rates of return for each major asset class included in the pension plan’s target asset allocation are summarized in the following table (note that the rates shown below include the inflation component).

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic rates of return for each major asset class included in the pension plan’s target asset allocation are summarized in the following table (note that the rates shown below include the inflation component):

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Equity</td>
<td>8.30%</td>
<td>7.50%</td>
</tr>
<tr>
<td>International Equity</td>
<td>8.45%</td>
<td>8.50%</td>
</tr>
<tr>
<td>Fixed Income</td>
<td>3.05%</td>
<td>3.50%</td>
</tr>
<tr>
<td>Real Estate</td>
<td>6.90%</td>
<td>8.50%</td>
</tr>
<tr>
<td>Cash</td>
<td>2.25%</td>
<td>2.50%</td>
</tr>
</tbody>
</table>

Discount Rate - The discount rate used to measure the total pension liability was 8.25%. The projection of cash flows used to determine the discount rate assumed that Jersey City contributions will continue to follow the current funding policy. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. In the event for benefit payments that are not covered by the pension plan’s fiduciary net position, a municipal bond rate of 3.71% and 3.20% as of December 31, 2016 and 2015, respectively, are to be used to discount the benefit payments not covered by the pension plan’s fiduciary net position. The rates are based on the S&P Municipal Bond 20 Year High Grade Rate Index. However, since the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return of 8.25% per annum was used to reflect the expected asset allocation.
NOTE F. RETIREMENT SYSTEMS AND DEFERRED COMPENSATION (continued)

DEFERRED COMPENSATION PLAN (unaudited)

The City has established a deferred compensation program for its employees under Section 457 of the Internal Revenue Code. The deferred compensation program is a Public Employees' Deferred Compensation Plan, covering employees and elected officials who perform services for the City. The plan is underwritten by Prudential Insurance Company.

The Plan is a tax-deferred supplemental retirement program that allows City employees to contribute a portion of their salaries, before federal taxes, to a retirement account. Contributions, or deferrals, are made through payroll deductions. Individuals are 100% vested. Distributions are not available to employees until termination, retirement, death, or unforeseeable emergency. All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property or rights are solely the property and rights of the individual contributors and are not subject to the claims of the City's general creditors.

Assets of the plans are invested in various mutual funds at the discretion of the participants.

NOTE G. POST-EMPLOYMENT BENEFITS

Plan Description

The City provides eligible retirees with medical, prescription drug, and life insurance benefits. Retirees who do not meet eligibility requirements for 100% City paid coverage but meet the eligibility requirements for 100% employee paid coverage can continue coverage by paying premiums established by the City.

Two medical plans are offered to eligible retirees and their dependents: a Traditional plan and a Direct Access plan. These plans are self-insured through Horizon Blue Cross. Future retirees are only eligible for the Direct Access plan.

Medical benefits coordinate with Medicare and retirees and their dependents are required to participate in Medicare A and B upon eligibility for these programs. Retirees, dependents, and surviving spouses are reimbursed the Part B premium by the City.

Prescription drug benefits are provided to eligible retirees and their dependents at varying co-pays.
NOTE G. POST-EMPLOYMENT BENEFITS (continued)

Plan Description – continued

Dental and Vision benefits are available to eligible retirees and their dependents, however, retirees are required to pay 100% of the cost of these plans.

Retirees of the Jersey City Police Officers Benevolent Association, Jersey City Police Superior Officers Association, Uniformed Fire Fighters Association of Jersey City and Jersey City Uniformed Fire Officers Associations receive life insurance or death benefits ranging from $1,500 to $2,500 dependent on retirement date. Employees other than Police and Firemen have no postemployment death benefits paid by Jersey City.

Eligible dependents of retirees are provided medical and prescription drug benefits for their lifetime.

In March 2010, the Patient Protection and Affordable Care Act (PPACA) was signed into law. The high cost excise tax ("Cadillac tax") provisions of the Act are applicable. Additionally, on June 28, 2011 P.L. 2011 c. 78 (Chapter 78) was enacted. Chapter 78 contained many changes to the retirement and healthcare plans offered to employees and retirees of New Jersey State and Local government.

The number of retirees receiving benefits as of December 31, 2016, the effective date of the valuation is 2,397; 1,048 of whom receive single benefit coverage. Active employees number 2,514 as of the same valuation date. The average age of active employees is 46 with an average accrued years of service of 12 years.

Eligibility

The above benefits are available for employees who retire under the following conditions:

- After twenty-five years of service in PFRS or PERS
- Upon disability retirement from PFRS, service requirements of four years for ordinary disability and none for accidental disability
- Upon disability retirement from PERS, service requirements of ten years for ordinary disability and none for accidental disability
- Upon disability from JCERS, service requirements of five years for ordinary disability and none for accidental disability
NOTE G. POST-EMPLOYMENT BENEFITS (continued)

Funding Policy

Current retirees, dependents and survivors are not required to contribute toward the cost of the postretirement medical and prescription drug coverage. All costs are paid 100% by the City. Any employee who retires after satisfying the eligibility requirements who had less than 20 years of PERS or PFRS as of June 28, 2011, shall be required to contribute toward the cost of postretirement healthcare benefits. The retiree contributions are based on a percentage of the postretirement healthcare cost. The contribution percentages, which are phased-in over a four-year period, vary based on healthcare coverage tier and amount of PERS or PFRS pension amounts. Retired Police and Firefighters are not required to contribute toward the cost of post retirement life insurance benefits.

The City currently accounts for these post retirement benefits on a pay-as-you-go basis. During the years ended December 31, 2017 and 2016, the City paid $23,854,172 and $20,518,187, respectively, for post-employment benefits. The City receives additional funding from the Early Retirement Reinsurance Program (ERRP) which is budgeted as a reduction to retiree health insurance costs.

Actuarial Valuation Results

Under GASB criteria, the City would recognize the cost of other post-employment benefits in the year when the employee services are received, report the accumulated liability from prior years, and provide information useful in assessing potential demands on the City's future cash flows. However, since the City is using the modified accrual basis of accounting as prescribed by the Division, the City is not required to show any accrued liability on the face of its financial statements, only to the notes to those financial statements.

The actuary has assumed the Annual Required Contribution will be amortized over 30 years, the maximum funding period. The OPEB's benefit obligations, currently, are in two parts: (1) the present value of the benefits yet to be paid for those who are currently covered as retirees and (2) the present value of the benefits to be paid for those active participants once they become eligible for retiree benefits.

Included in each present value is a cost for administering the retiree claims. The determination of the benefit obligation for those who are retired and covered involves estimating the survival and future claims for them and then discounting those future claims for the present time. With regard to the active group, a further estimate must be made regarding who will actually survive, in active employment, to retire and be covered after employment.
NOTE G. POST-EMPLOYMENT BENEFITS (continued)

Actuarial Valuation Results – continued

The Actuarial Accrued Liability is as follows:

<table>
<thead>
<tr>
<th>Summary of Valuation Results - December 31, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuarial Accrued Liability</td>
</tr>
<tr>
<td>Retirees</td>
</tr>
<tr>
<td>$ 561,855,273</td>
</tr>
<tr>
<td>Active or Terminated Vested Participants Not Yet Retired</td>
</tr>
<tr>
<td>$ 74,847,202</td>
</tr>
<tr>
<td>Other Active Participants</td>
</tr>
<tr>
<td>$ 399,343,585</td>
</tr>
<tr>
<td>Unfunded Actuarial Accrued Liability</td>
</tr>
<tr>
<td>$ 1,036,046,060</td>
</tr>
<tr>
<td>Discount Rate</td>
</tr>
<tr>
<td>4.50%</td>
</tr>
<tr>
<td>Normal Cost</td>
</tr>
<tr>
<td>$ 39,125,035</td>
</tr>
<tr>
<td>Annual Amount Toward Unfunded Actuarial Accrued Liability</td>
</tr>
<tr>
<td>$ 60,865,518</td>
</tr>
<tr>
<td>Annual Required Contribution</td>
</tr>
<tr>
<td>$ 99,990,553</td>
</tr>
<tr>
<td>Less: Actuarial Determined City Contribution (estimated)</td>
</tr>
<tr>
<td>$ 28,476,360</td>
</tr>
<tr>
<td>Net Increase</td>
</tr>
<tr>
<td>$ 71,514,193</td>
</tr>
</tbody>
</table>

Actuarial Assumptions and Methods

Turnover – The actuary assumed that terminations of employment other than for death or retirement will occur in the future in accordance with twice the rate of the US Office of Personnel Management regarding the experience of the employee group covered by the Federal Employees Retirement System some excerpts from which are:

<table>
<thead>
<tr>
<th>Termination</th>
<th>Age</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20</td>
<td>35.2%</td>
</tr>
<tr>
<td></td>
<td>40</td>
<td>8.0%</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

Furthermore, the actuary assumed no terminations of employment other than for death or retirement once an employee accrued ten years of service.
NOTE G. POST-EMPLOYMENT BENEFITS (continued)

Actuarial Assumptions – continued

The remaining actuarial assumptions used to value the City’s post-employment benefits are as follows:

Mortality: The mortality table employed is the 1994 sex distinct Group Annuity Mortality Table.

Disability: No terminations of employment due to disability. Retirees resulting from a disability were factored into the actuary’s determination of age at retirement.

Age at Retirement: Police and Fire active employees, on average, will receive their benefits when eligible but no earlier than age 45. For those eligible to retire at such age, a 10% load in the actuarial liabilities was included. Civilian active employees, on average, will receive their benefits when eligible but no earlier than age 55.

Spousal Coverage: Married employees will remain married.

Prior Service: No prior service for active employees.

Health Care Cost of Inflation: Health care gross costs will increase at an annual rate of 7.0% for both Pre-Medicare and Post-Medicare benefits.

Administration Expenses: The annual cost to administer the retiree claims, approximately 2%, is included in the annual health care costs.

Final Average Salary: The actuary assumed that the final average salary for retirees age 55 and over is $78,000.

Current Per Capita Claims Costs: An annual average gross claims costs of $11,880 per covered retiree was used based on review of claims data for the 24 month period July 1, 2015 through December 31, 2016.

Methods

Actuarial Cost Method - There are several acceptable actuarial methods listed in the GASB standard. The actuarial cost method used to determine the plan’s costs is the “unit credit” cost method in establishing the annual required contribution and actuarial accrued liability for the participants.

Asset Valuation Method - The plan is currently unfunded.

Amortization Method and Period - The unfunded actuarial accrued liability is amortized as a level dollar amount using an open period of 30 years.
NOTE H. COMPENSATED ABSENCES

Under the existing contracts and policies of the City, certain employees are allowed to accumulate certain levels of vacation and sick pay over the duration of their employment. As of December 31, 2017 and 2016, the total accumulated absence liability was $108,439,233 and $116,308,347, respectively. As of December 31, 2017 and 2016, the City had no reserves available to fund such obligations.

During the year ended December 31, 2017, the City appropriated in its budget and expended $10,061,022 for compensated absences. During the year ended December 31, 2016, the City expended $8,373,405 for compensated absences, $1,634,427 from its accumulated absence reserve and the remaining $6,738,978 was expended without appropriation, and which was funded in the 2017 budget, as required by statute.

As described more fully in Note D, total Special Emergency Notes issued for contractual severance payments and outstanding as of December 31, 2017 and 2016 were $9,700,000 and $14,700,000, respectively. No additional emergency appropriations were passed since 2015.

NOTE I. RISK MANAGEMENT

Disaster Recovery

The City has entered into contracts with various vendors in an effort to protect its financial processes and data in the event unforeseen disaster should occur. Included in these contracts are offsite storage of financial data tapes and payroll data offsite backup. The latter also provides the City the ability to run such process offsite if needed.

Insurance Coverage

The City established a self-insurance program in 1982 in accordance with New Jersey Statute Chapter 40:10-6. The Chapter enables the governing body of any local unit to create a fund to provide insurance coverage for its exposure to a wide variety of property casualty risks, including property damage caused to any of the unit's property, motor vehicles, equipment or apparatus; liability resulting from the use or operation of such motor vehicles, equipment or apparatus; liability for the unit's negligence, including that of its officers, employees and servants and workers' compensation obligations.
NOTE I. RISK MANAGEMENT (continued)

Insurance Coverage - continued

The City self insures against tort claims (including claims arising from the use of motor vehicles), claims arising from police activities, unemployment compensation and workers' compensation lawsuits.

The City has also obtained the following coverage:
- Public officials' liability insurance with limits of $1,000,000 for employee theft, $1,500,000 for premises theft, $500,000 for computer fraud and $500,000 for forgery.
- Directors and Officers liability policy with limits of $2,000,000.
- General liability excess coverage of $2,500,000 per occurrence, $10,000,000 aggregate, per occurrence limit of $2,000,000 for workers' compensation claims.
- Building coverage ranging from $33,600 to $25,154,150, depending on the location insured.
- Business personal property coverage ranging from $20,808 to $25,154,150, depending on the location insured.
- Total property coverage of $246,825,449.
- Commercial watercraft insurance providing hull coverage for $1,671,422 and protection and indemnity coverage in the amount of $1,000,000 per incident.
- Recreation Department liability policy with limits of $1,000,000.
- Flood insurance for various buildings totaling $630,000.
- Site pollution incident legal liability select (spills) coverage in the amount of $25,000,000.

NOTE J. CLEARING ACCOUNT

The City maintains a clearing account in the Current Fund General Ledger so that cash received for revenues may be deposited promptly and distributed to proper accounts at a later date. The City also maintains a claims account, or a cash clearing bank account, from which bills are paid for the Current, Trust and Capital Funds.
NOTE K. PREPAID DEBT SERVICE – QUALIFIED BONDS

The City reverted its fiscal year from one ending June 30, annually, to one ending December 31, annually. This resulted in a six month transition year as follows:

12 months ended June 30, 2010................. Final “June 30” Year End
July 1, 2010 through December 31, 2010........ Six Month Transition Year
January 1, 2011 through December 31, 2011..... First “December 31” Year End

The Division requires municipalities reverting to a calendar year to anticipate a full year of State Aid during the six month Transition Year. Whereas the City receives State Aid in two forms; (1) direct cash receipts from the State, and (2) debt payments made by the State on behalf of the City (Qualified Bonds), the City realized State Aid during the Transition Year as follows:

Six Month Transition Year Ended December 31, 2010
State Aid Anticipated $ 66,933,632
Less:
State Aid Received in Cash $ 28,599,305
Qualified Bond Program Payments 21,329,093
Subtotal: Aid Received 49,928,398
Prepaid Debt Service (To Realize State Aid in Full) $ 17,005,234

As a result, the City recognized State Aid revenues in the amount of $17,005,234 for debt service payments of the succeeding year, resulting in prepaid debt service at year end.

The following schedule summarizes the State Aid received, qualified bond payments applied and the prepaid amounts as of December 31, 2017 and 2016.

<table>
<thead>
<tr>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, Beginning of Year $ 12,562,462</td>
<td>$ 17,029,830</td>
</tr>
<tr>
<td>Add: State Aid 67,050,310</td>
<td>69,465,660</td>
</tr>
<tr>
<td>79,612,772</td>
<td>86,495,490</td>
</tr>
<tr>
<td>Less: Received in Cash 21,867,610</td>
<td>25,893,268</td>
</tr>
<tr>
<td>Qualified Bond Payments 46,019,272</td>
<td>48,039,760</td>
</tr>
<tr>
<td>Balance, End of Year $ 11,725,890</td>
<td>$ 12,562,462</td>
</tr>
</tbody>
</table>
CITY OF JERSEY CITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE L. FIXED ASSETS

In accordance with accounting practices prescribed by the Division, and as further detailed in Note A, no depreciation has been provided for and fixed assets acquired through grants in aid or contributed capital have not been accounted for separately. The City had the following investment balance and activity in general fixed assets as of and for the year ended December 31, 2017:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$138,916,522</td>
<td>$11,156,322</td>
<td>$127,760,200</td>
</tr>
<tr>
<td>Improvements</td>
<td>130,980,911</td>
<td>100,667,505</td>
<td>231,648,416</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>79,395,979</td>
<td>24,472,265</td>
<td>54,923,714</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$349,293,412</strong></td>
<td><strong>$35,628,587</strong></td>
<td><strong>$414,332,330</strong></td>
</tr>
</tbody>
</table>

The City had the following investment balance and activity in general fixed assets as of and for the year ended December 31, 2016:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$135,599,800</td>
<td>$3,316,722</td>
<td>$138,916,522</td>
</tr>
<tr>
<td>Improvements</td>
<td>125,658,997</td>
<td>5,321,914</td>
<td>130,980,911</td>
</tr>
<tr>
<td>Machinery and Equipment</td>
<td>62,024,548</td>
<td>17,371,431</td>
<td>79,395,979</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$323,283,345</strong></td>
<td><strong>$26,010,067</strong></td>
<td><strong>$349,293,412</strong></td>
</tr>
</tbody>
</table>

NOTE M. PREPAYMENTS OF PILOT REVENUES

The City has entered into certain financial agreements under the Long Term Tax Exemption Law, which allows developers to pay Annual Service Charges in Lieu of Taxes (PILOTs) upon completion of such construction projects. The City further structured many PILOT agreements prior to 2009 whereas (a) entities would prepay to the City, upon execution of the agreement and well in advance of project completion, the first year’s estimated Annual Service Charge and (b) the City would be required to refund or credit this prepayment to the entity once the project is completed, typically over a period of four years.

The City realized these prepayments as revenues in the period received. In each of the first four years after project completion, the City reduces the amount of revenues from the calculated Annual Service Charges by crediting 25% of the prepaid amount each year. As of December 31, 2017 and 2016, the balance of City revenues collected in prior years which will be applied as refunds and credits on Annual Services Charges was $10,725,000 (estimated) and $12,725,940, each year.
CITY OF JERSEY CITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE N. DEFERRED CHARGES TO BE RAISED IN SUCCEEDING BUDGETS

Certain expenditures are required to be deferred to budgets of succeeding years. At December 31, 2017, the following deferred charges are shown on the balance sheets of the various funds. The appropriations in the 2018 budget are not less than that required by statute.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Emergency Authorizations (40A:4-53.b) Revaluation of Properties-2016</td>
<td>$5,000,000</td>
<td>$1,000,000</td>
<td>$4,000,000</td>
<td>$1,000,000</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Special Emergency Authorizations (40A:4-53.b) Contracted Severance Payments-2013</td>
<td>3,800,000</td>
<td>1,000,000</td>
<td>1,500,000</td>
<td>1,500,000</td>
<td>-</td>
</tr>
<tr>
<td>Contracted Severance Payments-2014</td>
<td>4,500,000</td>
<td>1,500,000</td>
<td>3,000,000</td>
<td>1,500,000</td>
<td>1,500,000</td>
</tr>
<tr>
<td>Contracted Severance Payments-2015</td>
<td>6,400,000</td>
<td>1,600,000</td>
<td>4,800,000</td>
<td>3,200,000</td>
<td>-</td>
</tr>
<tr>
<td>Special Emergency Authorizations (40A:4-54) Superstorm Sandy</td>
<td>932,496</td>
<td>932,496</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Expenditure without an Appropriation Contracted Severance Payments-2016</td>
<td>6,738,978</td>
<td>6,738,978</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| Trust Fund: | |
|-------------||
| Overexpenditure of Private Duty Reserve | 153,900 | 153,900 | 153,900 | 153,900 | - |

Further descriptions of the above deferred charges follow.

**Contractual Severance Liabilities** - A significant number of employees either retired or otherwise had their employment with the City terminated. The City passed special emergency appropriations to provide for payment of the resulting severance liabilities in 2015, 2014, 2013 and for $8,000,000, $7,500,000, $9,500,000, and $9,500,000, respectively. The current balance to be raised is noted in the preceding table. The special emergency appropriations were financed with special emergency notes, discussed further in Note D.

**Superstorm Sandy** - During the year ended December 31, 2012, the City suffered extensive damages from the effects of Superstorm Sandy and subsequent flooding. The City passed Resolution No. 12-842 which consisted of two emergencies related to this storm. The first is a $580,000 emergency appropriation and the second is a $15,420,000 special emergency appropriation. On March 28, 2013, the City adopted Ordinance No. 13-031 which re-appropriated $10,000,000 of this emergency as a capital ordinance for items as allowable under State statutes. The current balance to be raised in future current fund budgets is noted in the preceding table.
NOTE N. DEFERRED CHARGES TO BE RAISED IN SUCCEEDING BUDGETS (continued)

Revaluation of Properties - During the year ended December 31, 2016, the City passed a Special Emergency Appropriation in the amount of $5,000,000 for the preparation and execution of a complete program of revaluation of real property for the use of the local assessor. The current balance to be raised is noted in the preceding table.

Expenditure without Appropriation - During the year ended December 31, 2016, the City expended $6,738,978 for contractual severance liabilities for which there was no legal appropriation. In accordance with N.J.S.A. 40A:4-57, such expenditure without appropriation is required to be raised in full in the budget of the succeeding year.

Overexpenditure of Trust Fund Reserve - During the year ended December 31, 2016, the City expended $153,900 in excess of funds collected for Private Duty fees. This deferred charge was established in 2017 and is raised in full in the budget of 2018.

NOTE O. RELATED PARTY TRANSACTIONS

JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

On February 1, 1998, the City transferred its water operating functions to the Jersey City Municipal Utilities Authority (JCMUA). Pursuant to the franchise and service agreement, the City and the JCMUA agreed that the JCMUA will, in addition to paying the City an up-front franchise fee and annual franchise concession fees, (a) assume the responsibility for and the payment of the principal and interest on the City's water bonds; (b) pay the City for the oversight of the operations of the water system and (c) provide water and sewer service to the City free of charge for all governmental public facilities as identified by the City.

As noted above, the JCMUA is responsible to reimburse the City for payments of principal and interest on water bonds. The amount of Water Serial Bonds payable, and therefore the corresponding amount receivable from the JCMUA to the City's Capital Fund, at December 31, 2017 and 2016 was $21,150,000 and $25,590,000, respectively.

During the year ended June 30, 2003, the City and the JCMUA agreed to extend the franchise agreement through March 31, 2028 for the price of $42,000,000. The City received $28,000,000 for the franchise extension in 2003 and 2004 combined, while the final payment of $14,000,000 was deferred and collected in 2016, rendering the balance due collected in full.
NOTE O. RELATED PARTY TRANSACTIONS (continued)

JERSEY CITY BOARD OF EDUCATION

As described in Note D, although the Jersey City Board of Education (JCBOE) is a Type II School District effective November 4, 2008, prior to that date the Board of Education operated as a Type I School District, therefore, bonds and notes authorized by the Board of Education prior to November 4, 2008 are general obligations of the City, are reported on the balance sheet of the City's General Capital Fund and are accordingly included in the summary of municipal debt. The City budgets the principal and interest payments of the Board of Education's obligations as they become due. These obligations are funded by the City through an amount to be raised by taxation called "addition to local district school tax", less any regular school debt service aid received from the State of New Jersey.

For the years ended December 31, 2017 and 2016, the City's budget included the following debt service requirements of the Board of Education and corresponding anticipated revenues:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturing Serial Bonds - School Qualified</td>
<td>$ 6,325,000</td>
<td>$ 12,355,000</td>
</tr>
<tr>
<td>Interest on Bonds - School Qualified</td>
<td>$ 780,819</td>
<td>$ 1,066,441</td>
</tr>
<tr>
<td>Less: Applicable Revenues Anticipated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Aid Allowance for School Aid*</td>
<td>$ 3,189,788</td>
<td>$ 5,658,968</td>
</tr>
<tr>
<td>Balance for Support of Board of Education:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Addition to Local District School Tax</td>
<td>$ 3,916,031</td>
<td>$ 7,702,473</td>
</tr>
</tbody>
</table>

NOTE P. INTERFUND BALANCES

The City has various transactions by and between its individual funds. Certain accounts of the Trust and Capital Funds earn interest which is required to be recorded as revenue in the Current Fund budget. Other transactions include budget appropriations in the Current Fund which are required to be turned over to the Federal and State Grant, Trust and Capital Funds. All these transfers are routine and are consistent with the activities of the funds making the transfers.
NOTE O. RELATED PARTY TRANSACTIONS (continued)

During the year ended December 31, 2017, the City overpaid $1,604,940 to the JCMUA for sewer and water fees collected as a result of its annual accelerated tax sale. This amount appears as a receivable on the City’s Current Fund balance sheet as of December 31, 2017.

A summary of the amounts due from the JCMUA at December 31, 2017 is as follows:

<table>
<thead>
<tr>
<th>fund</th>
<th>balance dec. 31, 2016</th>
<th>increased</th>
<th>payments received</th>
<th>balance dec. 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Fund: Overpayment of Tax Sale Fees</td>
<td>$ -</td>
<td>$ 1,604,940</td>
<td>$ -</td>
<td>$ 1,604,940</td>
</tr>
<tr>
<td>Capital Fund: Water Bond Principal</td>
<td>25,590,000</td>
<td>-</td>
<td>2,535,000</td>
<td>23,055,000</td>
</tr>
<tr>
<td></td>
<td>$ 25,590,000</td>
<td>$ 1,604,940</td>
<td>$ 2,535,000</td>
<td>$ 24,659,940</td>
</tr>
</tbody>
</table>

A summary of the amounts due from the JCMUA at December 31, 2016 is as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>balance dec. 31, 2015</th>
<th>additional debt issued</th>
<th>payments received</th>
<th>balance dec. 31, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Fund: Franchise Extension Agreement</td>
<td>$ 14,000,000</td>
<td>-</td>
<td>$ 14,000,000</td>
<td>$ -</td>
</tr>
<tr>
<td>Capital Fund: Water Bond Principal</td>
<td>28,645,000</td>
<td>190,000</td>
<td>3,245,000</td>
<td>25,590,000</td>
</tr>
<tr>
<td></td>
<td>$ 42,645,000</td>
<td>$ 190,000</td>
<td>$ 17,245,000</td>
<td>$ 25,590,000</td>
</tr>
</tbody>
</table>

During the year ended December 31, 2017 and 2016, the City also received the following payments from the JCMUA:
- Franchise Concession Payments of $21,000,000 and $20,000,001, respectively.
- Franchise Extension Fees of $0 and $14,000,000, respectively (as described in the preceding paragraphs)
- Water Debt Service Payments of $5,189,955 (for principal of $4,440,000 and interest of $749,955) and $3,837,778 (for principal of $2,950,000 and interest of $887,778), respectively.
- Deferred Charges to Future Water Rents of $1,461,658 and $0, respectively, for the purpose of funding fully expended improvement authorizations that were not funded by notes or bonds.
NOTE P. INTERFUND BALANCES (continued)

Transfers by and between the City’s funds during the years ended December 31, 2017 and 2016 consisted of the following:

<table>
<thead>
<tr>
<th>Fund</th>
<th>December 31, 2017</th>
<th>December 31, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers In</td>
<td>Transfers Out</td>
<td>Transfers In</td>
</tr>
<tr>
<td>Current Fund</td>
<td>$437,602,709</td>
<td>$449,142,132</td>
</tr>
<tr>
<td>General Capital Fund</td>
<td>65,749,520</td>
<td>65,611,465</td>
</tr>
<tr>
<td>Animal Control Fund</td>
<td>324</td>
<td>241</td>
</tr>
<tr>
<td>Trust Fund - Other Funds</td>
<td>27,996,403</td>
<td>27,765,614</td>
</tr>
<tr>
<td>Open Space Trust Fund</td>
<td>623,000</td>
<td>1,246,000</td>
</tr>
<tr>
<td>Payroll Clearing Fund</td>
<td>335,736,542</td>
<td>324,241,793</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$896,496,311</strong></td>
<td><strong>$896,496,311</strong></td>
</tr>
</tbody>
</table>

Current Fund interfunds receivable are fully reserved and recognized as credits to operations in the year the interfunds are received in cash. Interfunds receivable in the Trust Funds and General Capital Fund are not reserved. The City expects to fully repay all balances in the subsequent year.

As of December 31, 2017, the City had the following interfunds on its balance sheets:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Due From Fund</th>
<th>Due To Fund</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>$103,817</td>
<td>Grants</td>
<td>Trust - Other</td>
<td>Off Duty Police from Prior Year</td>
</tr>
<tr>
<td>500,099</td>
<td>General Capital</td>
<td>Trust - Other</td>
<td>Charged Incorrect Fund for Equip.</td>
</tr>
<tr>
<td>85,328</td>
<td>Current</td>
<td>Trust - Other</td>
<td>Anticipated Revenues</td>
</tr>
<tr>
<td>236,814</td>
<td>Trust - Other</td>
<td>Current</td>
<td>Various Trust Sub-Accounts</td>
</tr>
<tr>
<td>623,000</td>
<td>Trust - Other</td>
<td>Open Space</td>
<td>Levy Transferred to Incorrect Fund</td>
</tr>
<tr>
<td>63,481</td>
<td>Trust - Other</td>
<td>Payroll Clearing</td>
<td>Federal Grant Payrolls</td>
</tr>
<tr>
<td>96</td>
<td>Animal Control</td>
<td>Current</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>11,469,449</td>
<td>Payroll Clearing</td>
<td>Current</td>
<td>Erroneous Payroll Transfers</td>
</tr>
<tr>
<td>9,086</td>
<td>Grants</td>
<td>Payroll Clearing</td>
<td>Grant Share of Payroll Costs</td>
</tr>
<tr>
<td>329,337</td>
<td>Current</td>
<td>General Capital</td>
<td>Budget Appropriation and Interest</td>
</tr>
<tr>
<td>142,235</td>
<td>Grants</td>
<td>Current</td>
<td>Reserves Cancelled / Chargebacks</td>
</tr>
</tbody>
</table>

As of December 31, 2016, the City had the following interfunds on its balance sheets:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Due From Fund</th>
<th>Due To Fund</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>$147,426</td>
<td>Current</td>
<td>Grants</td>
<td>Grant Cancelled in Prior Year</td>
</tr>
<tr>
<td>2,587</td>
<td>Current</td>
<td>Trust - Other</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>32,617</td>
<td>General Capital</td>
<td>Current</td>
<td>Interest Earned</td>
</tr>
<tr>
<td>13</td>
<td>Animal Control</td>
<td>Current</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>71</td>
<td>Payroll Clearing</td>
<td>Current</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>11,818</td>
<td>Trust - Other</td>
<td>Current</td>
<td>Anticipated Revenues</td>
</tr>
<tr>
<td>103,817</td>
<td>Trust - Other</td>
<td>Grants</td>
<td>Off Duty Police</td>
</tr>
<tr>
<td>97,938</td>
<td>Payroll Clearing</td>
<td>Trust - Other</td>
<td>Federal Grant Charges</td>
</tr>
</tbody>
</table>
NOTE Q. REVENUE ACCOUNTS RECEIVABLE

Revenue accounts receivable include various receivables due from entities for revenues anticipated in support of the City's budget. These receivables are fully reserved.

The following table illustrates the activity of the revenue accounts receivable balances for the year ended December, 2017:

<table>
<thead>
<tr>
<th></th>
<th>Balance</th>
<th>Current Year Accruals</th>
<th>Collections</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Court Fines and Costs</td>
<td>$1,115,339</td>
<td>$16,459,799</td>
<td>$15,329,597</td>
<td>$1,245,541</td>
</tr>
<tr>
<td>Parking Enforcement Fees</td>
<td>-</td>
<td>1,760,676</td>
<td>1,688,882</td>
<td>114,794</td>
</tr>
<tr>
<td>Total of Revenue Accounts Not Accruing Receivables</td>
<td>$1,115,339</td>
<td>$21,219,475</td>
<td>$20,018,475</td>
<td>$1,360,335</td>
</tr>
<tr>
<td>Total Revenue Accounts Receivable</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

The following table illustrates the activity of the revenue accounts receivable balances for the year ended December, 2016:

|                                | Balance  | Current Year Accruals | Collections | Balance  |
| Hackensack Meadowlands Adjustment | $44,615  | $605,487           | $650,102    | -         |
| Municipal Court Fines and Costs Due from FEMA (Hurricane Sandy) | $1,026,824 | $13,680,522       | $13,592,007| $1,115,339|
|                                  | 846,146  | 773,724            | 1,619,870   | -         |
| Total of Revenue Accounts Not Accruing Receivables | $1,917,585 | $224,771,063      | $224,771,063| -         |
| Total Revenue Accounts Receivable | -      | -                    | -           | -         |

NOTE R. ECONOMIC DEPENDENCY

State Aid

The City is a recipient of State Aid. During the years ended December 31, 2017 and 2016, State Aid accounted for 11% and 12%, respectively, of the City’s realized revenues. Significant changes in State Aid policy, if they were to occur, in conjunction with legislation capping increases to the tax levy, could have a material impact on the City’s operations, if any such policy modifications were to occur.
NOTE R. ECONOMIC DEPENDENCY (continued)

Major Taxpayers

The City does not have significant economic dependence on any one taxpayer. However, the ten largest taxpayers of the City as listed in the table on the following page comprise 8.7% and 10.5%, respectively, of the City’s total tax levies for the years ended December 31, 2017 and 2016.

### 2017 Top 10 Taxpayers

<table>
<thead>
<tr>
<th>Name</th>
<th>Type</th>
<th>Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mack Cal Plaza II &amp; III</td>
<td>Office</td>
<td>$102,942,500</td>
</tr>
<tr>
<td>2. 101 Hudson Realty, LLC</td>
<td>Office</td>
<td>$90,855,800</td>
</tr>
<tr>
<td>3. Newport Centre (Rego Park)</td>
<td>Office, Hotel</td>
<td>$70,111,500</td>
</tr>
<tr>
<td>4. Newport Centre, LLC</td>
<td>Shopping</td>
<td>$58,088,000</td>
</tr>
<tr>
<td>5. MEPT Newport Tower</td>
<td>Office</td>
<td>$45,000,000</td>
</tr>
<tr>
<td>6. John Hancock Life Insurance</td>
<td>Office</td>
<td>$43,215,400</td>
</tr>
<tr>
<td>7. Wells REIT II - Intl Financial Tower</td>
<td>Office</td>
<td>$35,625,000</td>
</tr>
<tr>
<td>8. Grove Pointe Urban Renewal</td>
<td>Development</td>
<td>$34,512,100</td>
</tr>
<tr>
<td>9. RREEF America REIT II</td>
<td>Warehousing</td>
<td>$30,406,200</td>
</tr>
<tr>
<td>10. Tower East, U.R</td>
<td>Development</td>
<td>$30,194,000</td>
</tr>
</tbody>
</table>

Net Valuation Taxable: $540,950,500

Top 10 Taxpayers as a Percentage of Assessments: 8.7%

### 2016 Top 10 Taxpayers

<table>
<thead>
<tr>
<th>Name</th>
<th>Type</th>
<th>Assessed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. NCHousing Associates</td>
<td>Office</td>
<td>$132,666,800</td>
</tr>
<tr>
<td>2. Cali Harborside Associates</td>
<td>Office</td>
<td>$120,092,000</td>
</tr>
<tr>
<td>3. 101 Hudson St. Associates</td>
<td>Office</td>
<td>$90,855,800</td>
</tr>
<tr>
<td>4. Newport Centre, LLC (Indianapolis)</td>
<td>Shopping</td>
<td>$58,088,000</td>
</tr>
<tr>
<td>5. MEPT Newport Tower</td>
<td>Office</td>
<td>$45,000,000</td>
</tr>
<tr>
<td>6. John Hancock Life Insurance</td>
<td>Office</td>
<td>$43,490,400</td>
</tr>
<tr>
<td>7. 70 Columbus Urban Renewal, LLC</td>
<td>Office</td>
<td>$42,775,100</td>
</tr>
<tr>
<td>8. Newport Center (Rego Park)</td>
<td>Office, Hotel</td>
<td>$39,253,400</td>
</tr>
<tr>
<td>9. Wells REIT</td>
<td>Office</td>
<td>$35,625,000</td>
</tr>
<tr>
<td>10. Grove Pointe, Urban Renewal</td>
<td>Office, Retail</td>
<td>$34,512,000</td>
</tr>
</tbody>
</table>

Net Valuation Taxable: $642,358,500

Top 10 Taxpayers as a Percentage of Assessments: 10.5%
NOTE R. ECONOMIC DEPENDENCY (continued)

Major Payers in Lieu of Taxes

Below are listed the ten largest PILOT agreements in terms of realized revenues for the years ended December 31, 2017 and 2016. These PILOT agreements comprise 28% and 27.7%, respectively, of the PILOT revenues collected and 6.4% and 6.3%, respectively, of total Current Fund revenues.

<table>
<thead>
<tr>
<th>2016 Top 10 PILOTs</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>K. Hovnanian at 77 Hudson St., Urban Renewal Co., LLC</td>
<td>$5,127,959</td>
</tr>
<tr>
<td>Vector UR Assoc. I (Harborspire I)</td>
<td>$4,487,423</td>
</tr>
<tr>
<td>30 Hudson Street</td>
<td>$4,432,741</td>
</tr>
<tr>
<td>Port Liberte II</td>
<td>$4,029,645</td>
</tr>
<tr>
<td>Cali Harbor Plaza V</td>
<td>$3,731,479</td>
</tr>
<tr>
<td>James Monroe</td>
<td>$3,642,976</td>
</tr>
<tr>
<td>Libert Towers Urban Renewal Essex Waterfront</td>
<td>$3,580,777</td>
</tr>
<tr>
<td>Liberty Harbor North, Urban Renewal</td>
<td>$3,140,919</td>
</tr>
<tr>
<td>.p New Port Office Center VII</td>
<td>$3,016,749</td>
</tr>
<tr>
<td>Total PILOT Revenues</td>
<td>$38,110,699</td>
</tr>
<tr>
<td>Top 10 PILOT Revenues as a Percentage of: PILOT Revenues</td>
<td>27.7%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>6.3%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2017 Top 10 PILOTs</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>K. Hovnanian at 77 Hudson St., Urban Renewal Co., LLC</td>
<td>$5,461,594</td>
</tr>
<tr>
<td>Cali Harbor Plaza V</td>
<td>$5,004,793</td>
</tr>
<tr>
<td>Vector UR Assoc. I (Harborspire I)</td>
<td>$4,649,159</td>
</tr>
<tr>
<td>GSJ 30 Hudson Street</td>
<td>$4,420,115</td>
</tr>
<tr>
<td>James Monroe</td>
<td>$3,769,187</td>
</tr>
<tr>
<td>Libert Towers Urban Renewal Essex Waterfront</td>
<td>$3,711,896</td>
</tr>
<tr>
<td>Liberty Harbor North, Urban Renewal</td>
<td>$3,227,499</td>
</tr>
<tr>
<td>Gulls Cove</td>
<td>$3,180,776</td>
</tr>
<tr>
<td>Newport Office Center IV</td>
<td>$3,168,588</td>
</tr>
<tr>
<td>Portofino Towers</td>
<td>$3,162,570</td>
</tr>
<tr>
<td>Total PILOT Revenues</td>
<td>$39,756,177</td>
</tr>
<tr>
<td>Top 10 PILOT Revenues as a Percentage of: PILOT Revenues</td>
<td>28.0%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>6.4%</td>
</tr>
</tbody>
</table>

NOTE S. LEASE COMMITMENTS

The City has various operating and capital lease commitments at December 31, 2017 and 2016 for office space, employee parking, police vehicles and fire apparatus.

Descriptions of the capital leases follow:

Fire Apparatus – In 2014 the City acquired two fire apparatus for a total original cost of $1,761,871. The terms of these leases are 7 and 8 years with total annual payments of $232,769 through 2021 and a payment of $132,488 in 2022.
NOTE S. LEASE COMMITMENTS (continued)

Police Vehicles - In 2016, the City entered into two leases for the acquisition of a total of 29 police interceptor vehicles and 3 SUVs. The first lease is for 24 police interceptor with total annual payments of $241,920 from December 15, 2016 through December 15, 2020. The second lease is for five police interceptor vehicles and three SUVs with total annual payments of $83,700 from December 15, 2016 through December 15, 2020. Both leases contained a bargain purchase option of $1 for each vehicle.

MLK HUB - A $1 bargain purchase option for the “MLK HUB” located at the intersection of Kearney Avenue and Martin Luther King Drive as authorized by Ordinance No. 15.020 adopted on March 11, 2015. The basic term of this lease agreement is 25 year bondable triple net lease with base rent payments commencing on the date of substantial completion of the building, but not later than February 1, 2017. Annual rent will range from a minimum of $963,000 in the first five years of the lease to a minimum payment of $1,944,708 in year 25. Total minimum payments under the lease would be $35,889,174.

The minimum future operating and capital lease payments are as follows:

<table>
<thead>
<tr>
<th>Year Ended December 31</th>
<th>Total</th>
<th>Operating</th>
<th>Capital</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$2,618,379</td>
<td>$1,004,739</td>
<td>$1,613,640</td>
</tr>
<tr>
<td>2019</td>
<td>$1,874,968</td>
<td>$261,328</td>
<td>$1,613,640</td>
</tr>
<tr>
<td>2020</td>
<td>$1,809,811</td>
<td>$213,226</td>
<td>$1,596,585</td>
</tr>
<tr>
<td>2021</td>
<td>$1,504,444</td>
<td>$216,424</td>
<td>$1,288,020</td>
</tr>
<tr>
<td>2022</td>
<td>$1,639,752</td>
<td>$219,671</td>
<td>$1,420,081</td>
</tr>
<tr>
<td>2023-2027</td>
<td>$8,098,189</td>
<td>$1,096,242</td>
<td>$7,001,947</td>
</tr>
<tr>
<td>2028-2032</td>
<td>$8,518,583</td>
<td>$1,118,398</td>
<td>$7,400,185</td>
</tr>
<tr>
<td>2033-2037</td>
<td>$9,098,713</td>
<td>$726,163</td>
<td>$8,372,550</td>
</tr>
<tr>
<td>2038-2042</td>
<td>$7,645,653</td>
<td></td>
<td>$7,645,653</td>
</tr>
<tr>
<td></td>
<td>$42,808,492</td>
<td>$4,856,191</td>
<td>$37,952,301</td>
</tr>
</tbody>
</table>
NOTE T. AGGREGATION OF ENCUMBRANCES

Other significant commitments include encumbrances outstanding for the Current, Trust and General Capital Funds.

Below are the aggregated outstanding encumbrances as of December 31, 2017.

<table>
<thead>
<tr>
<th></th>
<th>Current Fund</th>
<th>Federal and State Grants Fund</th>
<th>Trust Funds</th>
<th>General Capital Fund</th>
<th>Total Encumbrances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budge Year 2017</td>
<td>$26,654,920</td>
<td>-</td>
<td>-</td>
<td>$71,589</td>
<td>$26,654,920</td>
</tr>
<tr>
<td>Other Reserves</td>
<td>1,412,144</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,483,733</td>
</tr>
<tr>
<td>H. Sandy Expenditures</td>
<td>730</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>730</td>
</tr>
<tr>
<td>Animal Control Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,344</td>
</tr>
<tr>
<td>Other Trust Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>17,456,304</td>
</tr>
<tr>
<td>Grant Reserves</td>
<td>-</td>
<td>-</td>
<td>7,041,726</td>
<td>-</td>
<td>14,394,670</td>
</tr>
<tr>
<td>Improvement Authorizations</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>14,394,670</td>
</tr>
<tr>
<td></td>
<td>$28,067,794</td>
<td>7,041,726</td>
<td>17,459,648</td>
<td>$14,466,259</td>
<td>$67,035,427</td>
</tr>
</tbody>
</table>

Below are the aggregated outstanding encumbrances as of December 31, 2016.

<table>
<thead>
<tr>
<th></th>
<th>Current Fund</th>
<th>Federal and State Grants Fund</th>
<th>Trust Funds</th>
<th>General Capital Fund</th>
<th>Total Encumbrances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budge Year 2016</td>
<td>$18,622,345</td>
<td>-</td>
<td>-</td>
<td>$131,286</td>
<td>$18,262,545</td>
</tr>
<tr>
<td>Other Reserves</td>
<td>16,035</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>147,321</td>
</tr>
<tr>
<td>Revaluation</td>
<td>1,170,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,170,000</td>
</tr>
<tr>
<td>H. Sandy Expenditures</td>
<td>730</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>730</td>
</tr>
<tr>
<td>Animal Control Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>8,131</td>
</tr>
<tr>
<td>Other Trust Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>23,387,753</td>
</tr>
<tr>
<td>Grant Reserves</td>
<td>-</td>
<td>12,426,499</td>
<td>-</td>
<td>-</td>
<td>15,892,531</td>
</tr>
<tr>
<td>Improvement Authorizations</td>
<td>-</td>
<td>-</td>
<td>15,892,531</td>
<td>-</td>
<td>15,892,531</td>
</tr>
<tr>
<td></td>
<td>$19,449,110</td>
<td>12,426,499</td>
<td>23,395,884</td>
<td>$16,023,817</td>
<td>$71,295,310</td>
</tr>
</tbody>
</table>

All encumbrances noted above are included on the balance sheets of the City.
NOTE U. TAX ABATEMENTS

The City negotiates property tax abatement agreements on an individual basis. The City has tax abatement agreements with approximately 180 entities as of December 31, 2017:

<table>
<thead>
<tr>
<th>Purpose of Agreements</th>
<th>Taxing Government</th>
<th>Taxes if Billed at Full 2017</th>
<th>Tax Rate</th>
<th>Payments in Lieu of Taxes &amp; Land Tax</th>
<th>Payments to Other Governments</th>
<th>Taxes Abated</th>
<th>Amount</th>
<th>Aggregate Reduction of Government Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of Commercial and Residential Redevelopment Projects, Low and Moderate Income Housing Projects and Relocation Projects</td>
<td>School</td>
<td>$51,950,931</td>
<td>56,095.088</td>
<td>$</td>
<td>$</td>
<td>$51,950,931</td>
<td>100%</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>County</td>
<td>$103,224,713</td>
<td>144,360,683</td>
<td>$</td>
<td>$</td>
<td>53,273,047</td>
<td>95%</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>City</td>
<td>$211,770,792</td>
<td>144,360,683</td>
<td>$</td>
<td>$</td>
<td>183,130,299</td>
<td>37%</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$51,950,931</td>
<td>56,095.088</td>
<td>$</td>
<td>$</td>
<td>$51,950,931</td>
<td>100%</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

Budget Revenues | $141,808,933
Non-Budget Revenues | $2,551,250
Total | $144,360,683

The full amount to be raised by taxes for support of each Government’s budget is levied on properties not subject to such agreements, therefore there is no aggregate reduction of tax revenue to the Governments as a result of the abatement.

These agreements were negotiated under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the Law), which authorizes municipalities to enter into financial agreements with Urban Renewal Entities. An Urban Renewal Entity is a limited-dividend entity or a nonprofit entity which undertakes redevelopment projects (both commercial and residential), relocation projects for residents displaced by the redevelopment area, and low and moderate income housing projects in return for tax exemptions, or payments in lieu of taxes referred to as “annual service charges”.

The Law allows annual service charges to be calculated as a percentage of either gross revenue from each unit of the project or from total project cost, if the project is not undertaken in units. In the case of low and moderate income housing projects, the annual service charge shall not exceed 15% of annual gross revenue or 2% of total project cost. For all other projects, the annual service charge shall not be less than 10% of annual gross revenue or 2% of total project cost. The City’s abatements are across in multiple categories. There are a total of five stages in the abatement period. The final four phases require the Urban Renewal Entity to remit the greater of the agreed upon annual service charge or 20%, 40%, 60% and 80%, respectively, of the amount of taxes otherwise due on the value of the land and improvements.
NOTE U. TAX ABATEMENTS (continued)

The Law only allows for taxes on improvements to be abated. Taxes on land are billed quarterly to the Urban Renewal Entity and are credited against the annual service charges due. To administer the billing, the land value and improvement value of the abated property are separate line items in the tax assessment and collection records. The land value is billed quarterly at the total property tax rate. The improvement value is classified as exempt property (Class 15F), generating no bill.

Under the Law, abatements may provide for an exemption period of less than 30 years from the completion of the entire project or less than 35 years from the execution of the financial agreement. Further, Urban Renewal Entity profits are restricted and any excess profits are payable to the municipality as an additional annual service charge.

The Law does not provide for the recapture of abated taxes in the event an abatement recipient does not fulfill the commitment it makes in return for the tax abatement. However, in the event of default, the City has the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 and/or may terminate the agreement. The City has not made any commitments as part of the agreements other than to reduce taxes. The City is not subject to any tax abatement agreements entered into by other governmental entities.

NOTE V. CONTINGENCIES

Non-Recourse Debt

On November 13, 2013, the City adopted Ordinances 13.122 through 13.124 approving the execution of financial agreements with Journal Square I Urban Renewal, LLC, Journal Square II Urban Renewal, LLC and Journal Square III Urban Renewal, LLC related to the authorization and issuance by the Jersey City Redevelopment Agency of not to exceed $10,000,000 for each agreement ($30,000,000 total) of Redevelopment Area Bonds.

On February 8, 2017, Ordinance 16.194 was adopted approving the execution of a financial agreement with Paulus Hook Urban Renewal, LLC related to the authorization and issuance by the Jersey City Redevelopment Agency of not to exceed $1,000,000 of Redevelopment Area Bonds.

Under N.J.S.A. 40A:12A-67, these bonds are issued as non-recourse obligations to the full faith and credit of the City and are not considered to be direct and general obligations of the City. The City is not obligated to levy and collect tax sufficient in an amount to pay the principal and interest on the bonds when they become due and payable. Further, these bonds are not considered gross debt of the City on any debt statement filed in accordance with the Local Bond Law, N.J.S.A. 40A:2-1 et sq.
NOTE V. CONTINGENCIES (continued)

Arbitrage Rebate

The City is subject Section 148 of Internal Revenue Code, which was enacted to minimize the arbitrage benefits from investing gross proceeds of tax-exempt bonds in higher yielding investments and to remove the arbitrage incentives to issue more bonds, to issue bonds earlier, or to leave bonds outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes for which the bonds were issued. During the year ended December 31, 2017 and 2016, the City was not obligated to remit any funds for arbitrage rebate, yield reduction and interest payments.

Grant Programs

The City participates in several federal and state financial assistance grant programs. Entitlement to the funds is generally conditional upon compliance with terms and conditions of the grant agreements and applicable regulations, including the expenditures of funds for eligible purposes. The state and federal grants received and expended in the years ended December 31, 2016 and 2015 were subject to the Uniform Guidance and NJ OMB Circular 15-08, which mandate that grant revenues and expenditures be audited in conjunction with the City’s annual audit. In addition, these programs are also subject to compliance and financial audits by the grantors or their representatives.

In a report dated March 30, 2016, the City was notified by the Office of Inspector General (OIG) that, among other concerns, the City should reimburse $11,532,769 million in program income to the City’s CDBG bank account, for program income the OIG claims the City generated on the disposition of real property. The City continues to appeal these findings. It is the opinion of Counsel that the City should be able to defend its CDBG expenditures and develop the documentation needed to avoid repayment of funds.

The State of New Jersey is transitioning from the Urban Enterprise Zone Program (UEZ) and will no longer provide additional UEZ grant funding to municipalities containing such zones, which includes the City. The City has received significant UEZ grant funding in previous years. All unspent First and Second Generation Zone Funds will be available to complete existing projects and fund new projects until the funds are exhausted. The City will continue to draw down on Second Generation UEZ Funds until such funds are exhausted.
NOTE V. CONTINGENCIES (continued)

Tax Appeals

The City is a defendant in various tax appeals, the extent of which is not unusual for a municipality of its size. In the past, the City has utilized both the Reserve for Tax Appeals account, which is funded through budget appropriations, and has issued refunding notes to pay for the appeals. During the years ended December 31, 2017 and 2016 the City appropriated a total of $2,400,000, each year, respectively, to fund tax appeal interest and overpayments. During the years ended December 31, 2017 and 2016, the City further funded tax appeal payments through a charge to operations of $6,729,583 and $1,206,040, respectively.

Litigation

The City of Jersey City, its officers and employees are defendants in a number of lawsuits including, but not limited to, lawsuits arising out of alleged torts, alleged breaches of contract and alleged violations of civil rights, none of which is unusual for a municipality of its size. The City is also engaged in activities, such as police protection and public works construction, which could result in future litigation with a possible significant monetary exposure to the City.

Based upon the information available to date, it does not appear that any individual lawsuit or the cumulative effect of these lawsuits will impair the City’s ability to pay any judgments or settlements in an orderly manner, since the likelihood is that the amount of any judgments and eventual settlements will be much less than the amount claimed, and payments can be spread over two or more fiscal years. Because many lawsuits are still in the discovery stage, the Corporation Counsel is unable to determine the probability of a successful defense to them at this time.

The City self-insures against tort claims, which include general liability, automobile liability, employment practices, public officials and police professional and workers compensation lawsuits. The City also carries excess insurance for all lines of coverage which provides $2 million coverage with a self-insured retention in the amount of $1 million for each covered event. The cases listed below have a potential monetary exposure in excess of $500,000.
NOTE V. CONTINGENCIES (continued)

212 Marin Blvd. et. al. v City of Jersey City (Sixth Street Embankment) – This case involves various complex lawsuits involving the original plaintiffs, counter suits and notices of intent to file by outside parties. It was originally brought by several commonly owned/controlled LLC (“the LLCs”) entities owning property known as the Sixth Street Embankment, alleging that the City has interfered with their development rights and violated constitutional rights. These matters have been pending in Superior Court for several years despite numerous attempts to achieve a settlement. The main case is now before the Surface Transportation Board (STB) in Washington, DC, where the City has so far been successful. The state court cases have been “stayed” pending resolution of the matter in Washington. The LLCs have filed a State lawsuit contesting the City’s authority to invoke the OFA remedy. On January 13, 2016, the City was authorized to file an Offer of Financial Assistance (OFA) (a federal eminent domain remedy) to acquire this property. During 2016, a third party sought to file an OFA in competition with the City but on behalf of a developer. A series of motions, sanctions and appeals related to the involvement of this third party may continue to delay the issuance of any “OFA” schedule by the STB. Further, on July 14, 2017, the New Jersey State Historic Preservation Office found the entire branch eligible for listing on the State and National registers and entirely protected by Section 106. The STB, under Section 106, is required to assess whether the license required for the abandonment of the railroad branches within the Sixth Street Embankment will have an adverse impact on (potential) historic assets. The local historic landmarking of the Embankment has been upheld against the LLCs challenge. The LLCs are also appealing the denial of demolition permits by the Zoning Board of Adjustment. Such appeal has been stayed. The City’s claim to set aside Conrail deeds to the LLCs, as well as the LLCs related damage claims alleging deprivation of property rights and alleged tortious interference and similar tort claims, have been stayed pending the outcome of federal litigation. The property has an appraised value in excess of $6,000,000. The developer’s last demands may have been in the range of $30 million to $100 million. The City continues to vigorously pursue its efforts to keep a transportation corridor on the Harmsimus Brank intact for both rail and trail purposes, and for compatible park and historic preservation purposes, both through STB litigation and now in settlement negotiations. Counsel has noted these matters have been pending for several years despite numerous attempts to achieve a settlement and that the City continues to defend against all claims.
NOTE V. CONTINGENCIES (continued)

MEPT v City of Jersey City - In 2009, the City entered into financial agreements with plaintiffs concerning tax abatements for property in the city. Under the terms of the financial agreements, plaintiffs paid $710,769 to affordable housing trust fund contribution and also made a prepayment of $2 million to the city. Approximately 6 years after the financial agreements were signed, plaintiffs sold the property and commenced this declaratory judgment action seeking to recover the monies which they previously paid. On October 4, 2016, the court entered an order in favor of plaintiffs and awarded them the sum of $2,710,769. Shortly thereafter, the City moved for reconsideration of the court's order and this motion was denied. The City filed a notice of appeal. The appellate division partially reversed the trial court, and lowered the amount owed to approximately $2,000,000. The City has filed a petition for certification to the Supreme Court.

B. v City of Jersey City - Wrongful death and personal injury case. Third person invaded apartment of plaintiff, killed infant and injured occupant. Plaintiff alleges JCPD failed to enforce restraining order or act on outstanding warrant. The trial started on August 7, 2017. At the conclusion of the plaintiff's case, the City was granted a directed verdict all claims. On October 17, 2017, plaintiffs filed a notice of appeal. If plaintiffs are successful on appeal and re-trial granted, exposure could surpass $1,000,000.

V.M. v City of Jersey City – This federal lawsuit involves allegations by a retired police sergeant that the defendants did not promote her because of her political affiliation and gender. This matter has been litigated in state and federal court. After discovery, summary judgment was granted to the Jersey City defendants on both the state and federal causes of action; however, the plaintiff appealed the matter to the Third Circuit Court of Appeals. The Third Circuit reversed the district courts holding and remanded the matter to the lower court. On April 16, 2017, this matter was tried. The jury awarded plaintiff approximately $280,000 in loss wage damages. The City contends that the court made numerous evidentiary errors and intends on filing an appeal.

A. v City of Jersey City – This lawsuit is the companion case to the V.M. matter noted in the previous paragraph. In this case, eight other sergeants allege that because V.M. was wrongfully not promoted to Lieutenant, they could not be promoted since they were behind her on the promotion list. With regard to damages, they claim they are entitled to the difference in pay and benefits between what they would have received if they had been promoted and what they actually have received, including pay, benefits and pension contributions/value. These claimed damages continue to accrue as the case proceeds. This matter has the same procedural history as V.M. case. After the trial in this matter, the jury awarded the plaintiff's approximately $2,000,000 in damages. The City contends that the court made numerous evidentiary errors and intends on filing an appeal.
NOTE V. CONTINGENCIES (continued)

O’D ‘O. v City of Jersey City -- While crossing the street on October 23, 2015, decedent was hit by a vehicle driven by one of the co-defendants. The victim was transported to Jersey City Medical Center and died approximately 3 days later. Plaintiff alleges that the street lights were not working at the time of the accident and caused the driver to hit the decedent. The City intends on filing a motion for summary judgment at the conclusion of the discovery period. Because this is a wrongful death matter, the city’s exposure may exceed $700,000.

O’D. v City of Jersey City – On February 22, 2016, two decedents, while driving, were struck by another vehicle. A witness allegedly saw a police officer seen conferring with the driver of the vehicle which struck the defendants moments before the accident. Plaintiff alleges the police officer breached his duty by not stopping the driver from continuing on the road, and this resulted in the fatal accident. Counsel suggests because there are two dead victims, exposure in the case could well exceed $700,000.

M. v. City of Jersey City - Plaintiff, the City’s Deputy Tax Assessor, has brought a claim in federal court for race discrimination and retaliation. She also alleges a whistleblower claim under CEPA. Discovery is ongoing. Written discovery is complete, plaintiff has been deposed, and plaintiff’s counsel has deposed approximately ten defense witnesses. If plaintiff is able to prove her claims at trial, she could obtain an award between $200,000 and $300,000 for her severe emotional distress, as well as an attorneys’ fees award between $250,000 and $300,000.

M. O’N. v. City of Jersey City - This is a claim, which is not currently in litigation, that involves three (3) Jersey City Police Officers that were acquitted of criminal charges that related to conduct that allegedly occurred while performing duties as a police officer. These officers were suspended without pay between being indicted and their acquittals, which was a period of approximately 2 ½ years. Pursuant to two (2) New Jersey statutes, these officers are seeking: (a) back pay and benefits as well as other emoluments of their employment during the time of the suspension without pay and (b) legal fees incurred as a result of hiring criminal defense attorneys to defend against the charges. The combined value of all claims of these 3 officers could exceed $700,000.
NOTE V. CONTINGENCIES (continued)

C. et al v. city of Jersey City - This case involves employment-related causes of action (discrimination, retaliation, violation of civil rights, etc.) brought by two (2) supervisory-level Jersey City police officers against the City and several individual defendants. The 2 Plaintiffs in this case are among the 3 officers in the above mentioned criminal case. During the period while the criminal charges were pending, the civil case was administratively terminated by the federal court. However, we expect that the Plaintiffs will soon reactivate the case in light the termination of the criminal case — and perhaps add additional defendants and causes of action. Although the City intends to vigorously defend the case, the value of these claims could exceed $700,000 due to the procedural history of this case, including the acquittals in the criminal case.

R.M. v. Toloza, et al – This is a federal employment discrimination and retaliation, breach of contract and civil rights case that has been in procedural standstill since January, 2017 due to discovery disputes.

D.L. & F.P. v. City of Jersey City – This is a political retaliation case filed by two former Jersey City Parking Authority employees, in which certain claims have been dismissed but in which an appeal is pending.

Rockaway Valley Regional Sewage Authority. In compliance with a court decree, the City entered into an agreement, dated July 30, 1971, with the Rockaway Valley Regional Sewage Authority ("RVRSA"), whereby the City agreed to share in the operating costs of the RVRSA which provides sewage treatment services in the vicinity of the City's watershed properties. In 2013, 2014 and 2015, the JCMUA contributed $2,730,857. In 2016 and 2017, the JCMUA contributed $3,429,757 and $2,858,130, respectively. Under the same agreement, the City is also required to pay a share of the capital and operating cost of construction of an advanced treatment sewerage facility, which the RVRSA has designed. Under the current plans, the cost of construction is estimated to be $60,000,000, less any federal funds, the amount of which is presently uncertain. Based upon the design capacity, the City will be responsible for 37 1/2% of the excess cost of financing construction over available federal funds. The amount of the City's contribution for the new facility is a portion of the City's share of the operating costs outlined in the immediately preceding paragraph. The RVRSA has permanently financed substantially all of the non-grant share of project costs with the sale of long-term tax-exempt bonds.
NOTE V. CONTINGENCIES (continued)

NJDEP and the Administrator of the Spill Compensation Fund v. Honeywell International, Inc., and PPG Industries, Inc. v. City of Jersey City, et al. - This matter arises out of legacy chromium site contamination in Jersey City, located near the intersection of the Hudson Bergen Light Rail tracks and Garfield Avenue. In 1990, PPG signed an administrative consent order with the New Jersey Department of Environmental Protection, which included accepting responsibility for the cleanup of the Garfield Avenue chromite ore processing residue site. PPG had agreed to cover all "site remediation" costs; it did not, however, agree to cover what it considers to be restoration or incremental costs to redevelop the contaminated properties. PPG and the City disagree as to the amounts of those costs. Further, the parties have disagreements over certain methods of remediation. This matter is currently pending before the Superior Court of New Jersey, Hudson County. The matter has progressed through some amount of dispositive motion practice, but dispositive motions have been held in abeyance or withdrawn pending ongoing, extensive settlement negotiations. No trial date has been scheduled. Counsel notes this case will be contested vigorously, however, at this time, the parties are engaged in extensive settlement negotiations involving complex environmental and redevelopment - land use issues.

Estate of G. v. City of Jersey City - On August 8, 2014, two City officers were dispatched to assist a driver whose vehicle was disabled. After the disabled vehicle was towed, the owner was later struck by a vehicle and killed. Plaintiff alleges the owner of the disabled vehicle was intoxicated when City officers assisted him, and their failure to drive the decedent to a safe area resulted in his death. Counsel notes that because this is a wrongful death action, the City's exposure could well exceed $500,000.

Estate of L.K. v. City of Jersey City - In this matter, a Jersey City police officer fatally shot decedent after he tried to disarm the officer. Plaintiffs contend that the officer unnecessarily used excessive force in violation of the decedent's constitutional rights. The City disputes the allegations and will continue to defend the matter. The City contends that the officer used reasonable force. If plaintiff succeeds, exposure could surpass $700,000.

F-R v. City of Jersey City - On June 4, 2017, members of the JCPD were involved in a motor vehicle pursuit. During the pursuit, the vehicle being pursued crashed into plaintiff's vehicle causing both vehicles to engulf in flames. Plaintiff sustained severe burns to his body. In addition, plaintiff claims that as he exited his vehicle, he was attacked by members of the JCPD. Plaintiff has brought suit against the City and numerous police officers for an assortment of negligence and civil rights claims. This matter is in the infancy stages of litigation. Counsel notes that because of the alleged injuries, the City's exposure may exceed $700,000.
NOTE W. SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 26, 2018, the date which the financial statements were available to be issued. The following material subsequent events have been noted:

Special Emergency Appropriation: $940,500 – On April 25, 2018, the City adopted Ordinance No. 18-028 providing for a special emergency appropriation in the amount of $940,500 for the preparation of a Master Plan. Statutes require this emergency to be funded by budget appropriation in equal installments over a period of five years, beginning with the 2019 budget. Statutes further allow for notes to be authorized and issued to finance the emergency.

Special Emergency Appropriation: $14,500,000 – On October 10, 2018, the City adopted Ordinance No. 18-114 providing for a special emergency appropriation in the amount of $14,500,000 for the payment of contractually required severance liabilities resulting from the retirement of City employees. Statutes require this emergency to be funded by budget appropriation in equal installments over a period of five years, beginning with the 2019 budget. Statutes further allow for notes to be authorized and issued to finance the emergency.

Re-Appropriation Ordinance: $514,287 - On February 28, 2018, the City adopted Ordinance No. 18-008 re-appropriating $514,287 of proceeds of obligations not needed for their original purposes in order to provide for funding for the renovation of a Fire House in and by the City.

Re-Appropriation Ordinance: $1,800,000 - On February 28, 2018, the City adopted Ordinance No. 18-013 re-appropriating $1,800,000 of proceeds of obligations not needed for their original purposes in order to provide for various capital improvements in and by the City.

Capital Ordinance: $150,000 - On February 28, 2018, the City adopted Ordinance No. 18-009 appropriating $150,000 from General Capital Fund Balance for the acquisition of a Mask Service Unit Truck for the City Fire and Emergency Services.

Capital Ordinance: $205,000 - On March 14, 2018, the City adopted Ordinance No. 18-017 appropriating $205,000 from General Capital Fund Balance for the acquisition of two passenger buses for the City Department of Recreation.
CITY OF JERSEY CITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

NOTE W. SUBSEQUENT EVENTS (continued)

Capital Ordinance: $47,282,671 – On May 9, 2018, the City adopted Ordinance No. 18-038 providing for various capital improvements for the City and appropriating $47,282,671 therefore. General Improvement bonds or notes are authorized in the amount of $45,031,115 to finance such costs. The remaining $2,251,556 will be funded by the Capital Improvement Fund.

Capital Ordinance: $170,000,000 – On October 10, 2018, the City adopted Ordinance No. 18-113 authorizing the City to enter into a real estate purchase and environmental agreement in order to purchase certain real property, demolish certain structures and construct infrastructure improvements within the Bayfront I Redevelopment Area and appropriating $170,000,000 therefore. In order to finance the cost of this project, the City has authorized the issuance of $170,000,000 of bonds and notes.

Bond Anticipation Notes: $17,734,000 – On January 18, 2018, the City issued $17,734,000 of Bond Anticipation Notes, Series 2018A at an interest rate of 2.5% and due on January 18, 2019. The City will apply the proceeds from the sale of the Notes to pay a portion of the maturing principal of the City’s $9,966,000 Bond Anticipation Notes, Series 2017A which were issued on January 19, 2017 and mature on January 19, 2018, and used to refinance certain capital improvements, notably the PJP Landfill Acquisition authorized by Ordinance No. 09-097 and the Newark Ave Streetscape authorized by Ordinance No. 09-127, and pay a portion of the costs of issuing the Notes. These notes will also be used to aid in the West Campus Redevelopment Project authorized by Ordinance No. 16.106 on July 13, 2016. The remaining $242,000 of maturing principal of the Series 2017A Notes will be paid from budgeted appropriations.
NOTE W. SUBSEQUENT EVENTS (continued)

Bond Anticipation Notes: $52,796,615 — On June 20, 2018, the City issued $52,796,615, of Bond Anticipation Notes maturing June 20, 2019, consisting of:

♦ $6,825,000 Series 2018B (Federally Taxable) Bond Anticipation Notes with an interest rate of 2.875%. The City will apply the proceeds from the sale of the Notes to pay a portion of the maturing principal of the City's $6,955,000 Bond Anticipation Notes, Series 2017B which were issued on June 22, 2017 and mature on June 22, 2018, and used to refinance certain capital improvements, notably the Sixth Street Embankment authorized by Ordinance No. 10-085, and pay a portion of the costs of issuing the Notes. The remaining $130,000 of maturing principal of the Series 2017B Notes will be paid from budgeted appropriations.

♦ $45,031,115 Series 20018C Bond Anticipation Notes with an interest rate of 3.0%. These notes were issued to finance capital improvements as authorized by Ordinance No. 18-038 adopted on May 9, 2018.

♦ $940,500 Series 2018D Special Emergency Notes with an interest rate of 3.0%. The City will apply the proceeds of these notes to finance the costs of a Master Plan as authorized by Special Emergency Authorization adopted on April 25, 2018 by Ordinance No. 18-028.
RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE CITY OF JERSEY CITY PROVIDING FOR AN ISSUE OF GENERAL IMPROVEMENT BONDS, AUTHORIZING THE SALE OF $9,447,000 PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT BONDS, SERIES 2018, AUTHORIZING ADVERTISEMENT OF A NOTICE OF SALE; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO SELL AND AWARD THE BONDS; DETERMINING THE FORM AND OTHER DETAILS OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING THERETO AND TO CERTAIN NOTES OF THE CITY.

Initiator

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<thead>
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<th>Department/Division</th>
<th>Administration</th>
<th>Management &amp; Budget</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Donna Mauer</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-3642</td>
<td><a href="mailto:DonnaM@jcnj.org">DonnaM@jcnj.org</a></td>
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</table>

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

Resolution Purpose

This resolution allows the CFO to sell general improvement bonds on behalf of the City and also specifies the form of these bonds. These bonds are to permanently finance the remaining portion of the projects authorized in Ordinances 09-097 and 09-127.

This resolution also approves the Preliminary Official Statement and Continuing Disclosure Certificate for the sale of these bonds as well as bond anticipation and special emergency notes.

I certify that all the facts presented herein are accurate.

[Signature of Department Director] 10/30/18

Date
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 B092215 Total of Refund $86,337.53

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:  [Signature]

Business Administrator

CORPORATE SEAL

Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

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✓ 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 – 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

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>TAX COLLECTION</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>ANTHONY ESPOSITO</td>
<td>ACTING TAX COLLECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5526</td>
<td><a href="mailto:ANTHONYE@JCNJ.ORG">ANTHONYE@JCNJ.ORG</a></td>
</tr>
</tbody>
</table>

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 __________
/r- %'^~
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127 SO WASHINGTON AVE
226 MADISON AVE
ROSE MARCHESE
314 WEBSTER AVE
SYLVIA DUNCAN
33 GRIFFITH STREET ASSOC1/33 GRIFFITH ST
6791 EL PASO ST
VIOLA GEDEON
10JASIV11NE COURT
MELISSA LIEM
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CORELOGIC
P.O. BOX 9205
CORELOGIC
P.O. BOX 8499
CONSOLIDATED RAIL
HAVEN SAVINGS BANK
621 WASHINGTON ST
CORELOGIC REFUND DEPT
3001 HACKBERRY RD
433 CHERRY ST
WILLIAM MELIA
Able Title Agency LLC

84 Washington Street

SEAN M. DOHERTY

WENHUAJU

407 QUINCY SHORE DR
420 E OHIO ST

Jun Qian & Ibrahim Kara

250 York Street

JASON O'BRIEN
ONKARSINGH
Simplicity Title LLC

99 MONTGOMERY ST

James Meade

611 Harrison Street

P.O. BOX 8008
70 Grove Street

Commonwealth USA Settlements 100 Park Manor Drive

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647PALISADEAVE
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158 CHESTNUT AVE
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**TOTAL TO BE REFUNDED**

$86,337.53 $86,337.53

**OVERPAYMENTS**
RESOLUTION TO CANCEL A PORTION OF 2018 REAL ESTATE TAXES DUE TO AFFORDABLE HOUSING RESTRICTIONS ON VARIOUS PROPERTIES

WHEREAS, properties whose titles are subject to Affordable Housing Covenants and Remedies are treated differently in valuation for assessing purposes; and

WHEREAS, affordable housing deeds state the restrictions in place which will have a deprecating effect on property values due to limitations on resale pricing which is designed to secure a public benefit for the maintenance of affordable housing units; and

WHEREAS, the City of Jersey City has assessed properties on the attached, SCHEDULE A at market rate, without recognizing government easements/restrictions for the year 2018; and

WHEREAS, the New Jersey Department of Community Affairs, Counsel on Affordable Housing (COAH) has developed calculators used by municipalities in valuing such type of properties; and

WHEREAS, properties listed on “SCHEDULE A”, show the calculated maximum allowable resale price based on the COAH calculations; and

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

1. The Tax Collector is authorized to cancel the 2018 prorated amounts in the amount specified in the schedule;

2. Credit or refund all monies due to owners if applicable as specified on the schedule.

APPROVED: ________________________________  APPROVED AS TO LEGAL FORM

APPROVED: ________________________________  Certification Required ☐  Not Required ☐

Business Administrator

Record of Council Vote on Final Passage: 11.7.18

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<th>NAY</th>
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<td></td>
<td>ROBINSON</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
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</tr>
</tbody>
</table>

✓ Indicate Vote

N.V.—Not Voting (Abstain)

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

[Signatures]

Robert 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 TO CANCEL 2018 REAL ESTATE TAXES DUE TO AFFORDABLE HOUSING RESTRICTIONS ON VARIOUS PROPERTIES.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Tax Assessor's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Ed Toloza</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4804</td>
</tr>
</tbody>
</table>

Tax Assessor

edward@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 attached resolution requests the Municipal Council to authorize cancellation of 2018 taxes on properties whose title contains restrictions in terms of its resale values which impact property valuations. The total amount of credits or refund amount to $46,636.90

I certify that all the facts presented herein are accurate.

[Signature of Department Director]  [10/16/18] Date
<table>
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<tr>
<th>Block Lot</th>
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<th>Orig. Price</th>
<th>Maximum Resale Price</th>
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<td>20</td>
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<td>133 Bayview Av</td>
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<td>42</td>
<td>184 Dwight Av</td>
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<td>165,000</td>
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<td>319,600</td>
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<td>25704</td>
<td>11</td>
<td>139 Dwight Av</td>
<td>Guy &amp; Lorraine Oliver</td>
<td>3/31/2014</td>
<td>165,000</td>
<td>370,700</td>
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<td>30</td>
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<td>24</td>
<td>224 Van Horne S: Santos, Arlos &amp; Samya</td>
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<td>187,200</td>
<td>415,000</td>
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<td>66</td>
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<td>161,500</td>
<td>337,300</td>
<td>175,800</td>
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46,636.90
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-964
Agenda No. 10.E
Approved: NOV 07 2018

TITLE:

RESOLUTION TO CANCEL A PORTION OF 2018 REAL ESTATE TAXES DUE TO AFFORDABLE HOUSING RESTRICTIONS ON BLOCK 25704 Lot 14 A/K/A 131 DWIGHT STREET, JERSEY CITY, NEW JERSEY

WHEREAS, properties whose titles are subject Affordable Housing Covenants and Remedies are treated differently in valuation for assessing purposes; and

WHEREAS, affordable housing deed restrictions have a depreciating effect on property values due to limitations on resale pricing which is designed to secure a public benefit for the maintenance of affordable housing units; and

WHEREAS, the City of Jersey City has assessed 131 Dwight Street at market rate, without recognizing government easements/restrictions for the year 2018; and

WHEREAS, the New Jersey Department of Community Affairs, Counsel on Affordable Housing (COAH) has developed calculators used by municipalities in valuing such type of properties; and

WHEREAS, subject property show the calculated maximum allowable resale price based on the COAH calculations; and

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

1. The Tax Collector is authorized to cancel the 2018 prorated taxes in the amount of $2,717.09.

2. Credit or refund all overpayments due as a result of this error.

APPROVED: ___________________________ 
Business Administrator

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
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<td>YUN</td>
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<td>Solomon</td>
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<td>Watterman</td>
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<tr>
<td>DOGGIANO</td>
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<td></td>
<td>Robinson</td>
<td>✓</td>
<td></td>
<td>Lavarro, PRES.</td>
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</tbody>
</table>

✓ 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. Legaro, 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 a portion of 2018 real estate taxes due to affordable housing restrictions on Block 25704 Lot 14 A/K/A 131 Dwight Street, Jersey City, New Jersey

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of the City Assessor</td>
<td>Ed Toloza</td>
<td>Ext. 4707</td>
</tr>
<tr>
<td>Office of the City Assessor</td>
<td>Assessor</td>
<td><a href="mailto:Edward@jcnj.org">Edward@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The attached resolution requests the Municipal Council to authorize settlement agreements and to cancel a portion of 2018 real estate taxes due to affordable housing restrictions.

I certify that all the facts presented herein are accurate.

[Signature]  [Date]
**Screen: 1 of 2**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
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<td>09/30/10</td>
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**Property Description**

- **Address**: 131 A DWIGHT STREET, JERSEY CITY, N.J.
- **Owner**: DAVID, DIANE B.

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<th>Year</th>
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<th>Map</th>
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<tr>
<td>2019</td>
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**Taxes & Exemptions/Abatements**

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<th>Impr</th>
<th>Net</th>
<th>Class4Cd</th>
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<td>279700</td>
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<td>2019</td>
<td>91000</td>
<td>279700</td>
<td>370700</td>
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</table>

**Additional Information**

- **Land Dim**: 25.58X102.1
- **Bldg Desc**: 2S-F-D-2U
- **Addl Lots**: 1

1 record(s) found
Eduardo Toloza  
Assessor  

September 28, 2018  

Diane David  
131 Dwight St.  
Jersey City, NJ 07305  

Re: Amending 2018 Billing  
Block 25704 Lot 14  
a/k/a 131 Dwight St.  

Dear Ms. David:  

Please be advised that a resolution to cancel a portion of your 2018 taxes will be presented to the Council for approval. This Resolution seeks to authorize the Tax Collector to make adjustments on the 2018 billings, reflecting the affordability status of these units.  

Attached is your amended tax bill which reflecting these adjustments which you can forward to your bank to make payments. If payments were made on your 3rd quarter of 2018, excess monies can be applied to the next quarter of 2018.  

Should you have any question on this matter, please do not hesitate to give us a call.  

Sincerely yours,  

Ed Toloza  
City Assessor  
w/enc
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 108 RANDOLPH AVENUE, A/K/A BLOCK 22704, LOT 27, F/K/A BLOCK 2008, LOT 3D

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on March 17, 2005, Lorraine A. Rollins, Borrower) executed a Mortgage and Note in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of $22,274.00 made under the Golden Neighborhood Homeownership Program (GNHP); and

WHEREAS, on March 22, 2005 the Mortgage was recorded in Book 12621 at Page 00312 of the Register of Deeds for Hudson County; and

WHEREAS, the City's mortgage self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 108 Randolph Avenue, Jersey City, a/k/a Block 22704, Lot 27, f/k/a Block 2008, Lot 3D.

WHEREAS, ten (10) years have passed since the loan was made and so the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of $22,274,00 affecting property known as 108 Randolph Avenue, a/k/a Block 22704, Lot 27, f/k/a Block 2008, Lot 3D.

JML/mma
10/29/18

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

N.V.-Not Voting (Abstain)
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 THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 108 RANDOLPH AVENUE, A/K/A BLOCK 22704, LOT 27, F/K/A BLOCK 2008, LOT 3.D |

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HEDC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Rodney Hairston</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:RHairston@jcnj.org">RHairston@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The purpose of this resolution is to approve the discharge of mortgage for 108 Randolph Ave.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 279 ½ SECOND STREET, A/K/A BLOCK 11114, LOT 00005 F/K/A BLOCK 276, LOT K.1.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 17, 2001, Felicita & Pastor Negron ("Borrower") executed a Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan to him in the amount of $6,000.00 made under the HORP/SHRP Program; and

WHEREAS the Mortgage was recorded in Book 7910 at Page 116 of the Register of Deeds for Hudson County on March 28, 2001; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 279 ½ Second Street, Jersey City, a/k/a Block 11114, Lot 00005, and f/k/a Block 276, Lot K.1;

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of $6,000.00 affecting 279 ½ Second Street, Jersey City, a/k/a Block 11114, Lot 00005, and f/k/a Block 276, Lot K.1.

HB 10/25/18

APPROVED:

[Signature]

APPROVED AS TO LEGAL FORM

[Signature] Corporation Counsel

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<td>LAVARRO, PRES.</td>
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Voter absent: AGENT

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 the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 279 ½ Second Street, Jersey City, NJ 07302

Initiator

<table>
<thead>
<tr>
<th>Department/Division:</th>
<th>HEDC</th>
<th>Community Development</th>
</tr>
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<tbody>
<tr>
<td>Name/Title:</td>
<td>Bill Lenahan</td>
<td>Program Monitor/Grant Analyst</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td>201-547-4728</td>
<td><a href="mailto:BLenahan@jcnj.org">BLenahan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

Discharge of HIP Mortgage affecting real property located at:
Property Address: 279 ½ Second Street, Jersey City, NJ 07302
Old Block: 276 Lot: K.1, New Block: 11114 Lot: 00005
HORP/SHRP Mortgage Amount: $6,000.00

Execution Date of HIP Mortgage: January 17, 2001
Recording Date of HIP Mortgage: March 28, 2001 Book: 7910 Page: 116

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: January 17, 2006
Maturity Date

Satisfaction of HORP/SHRP Mortgage:
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

Signature of Department/Division Director Date

10.22.18
RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE TWO DISCHARGES OF MORTGAGES AFFECTING 17 ROMAINE
AVENUE, A/K/A BLOCK 12003, LOT 00022 F/K/A BLOCK 1843, LOT 25.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on February 5, 2008, Mohammad Tahir ("Borrower") executed a Mortgage and
Note in favor of the City of Jersey City ("City") to secure the City's loan to him in the amount
of $24,900.00 made under the HORP/SHRP Program ("First Mortgage"); and

WHEREAS the First Mortgage was recorded in Book 16667 at Page 345 of the Register of
Deeds for Hudson County on February 25, 2008; and

WHEREAS, on March 13, 2008, Borrower executed a second Mortgage and Note in favor of
the City to secure the City's loan to him in the amount of $24,900.00 made under the
HORP/SHRP Program ("Second Mortgage"); and

WHEREAS the Second Mortgage was recorded in Book 12003 at Page 323 of the Register of
Deeds for Hudson County on March 19, 2008; and

WHEREAS, the First Mortgage and the Second Mortgage self-amortize over ten (10) years
provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the First Mortgage and the Second Mortgage affect property known as 17
Romaine Avenue, Jersey City, a/k/a Block 12003, Lot 00022 f/k/a Block 1843, Lot 25;

WHEREAS, ten (10) years have passed since the First Mortgage and the Second Mortgage
were made and the City is obligated to execute a Discharge of Mortgage to remove the
mortgages from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to
execute a Discharge of Mortgage in the sum of $24,900.00 for the Mortgage executed on
February 2, 2008 and recorded February 25, 2008 in Book 16667 at Page 345 affecting 17
Romaine Avenue, Jersey City, a/k/a Block 12003, Lot 00022 f/k/a Block 1843, Lot 25.

BE IT FURTHER RESOLVED, that the Business Administrator is authorized to execute a
Discharge of Mortgage in the sum of $24,900.00 for the Mortgage executed on March 13,
2008 and recorded March 19, 2008 in Book 12003 at Page 323 affecting 17 Romaine Avenue,
Jersey City, a/k/a Block 12003, Lot 00022 f/k/a Block 1843, Lot 25.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM: [Signature]

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDLEY ✓ YUN ✓ ✓ RIVERA ✓ ✓ ✓
PRINZ-AREY ✓ YUN ✓ ✓ ✓ ✓ ✓
BOGGIANO ✓ ✓ ✓ ✓ WATERMAN ✓ ✓ ✓
SOLOMON ✓ ✓ ✓ ✓ WATERMAN ✓ ✓ ✓
ROBINSON ✓ ✓ ✓ ✓ WATERMAN ✓ ✓ ✓
LAVARRO, PRES. ✓ ✓ ✓ ✓ WATERMAN ✓ ✓ ✓

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

NAY

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
**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 THE BUSINESS ADMINISTRATOR TO EXECUTE TWO DISCHARGES OF MORTGAGES AFFECTING 17 ROMAINE AVENUE, A/K/A BLOCK 12003, LOT 00022 F/K/A BLOCK 1843, LOT 25. |

**Initiator**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HEDC</th>
<th>Community Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Bill Lenahan</td>
<td>Program Monitor/Grant Analyst</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4728</td>
<td><a href="mailto:BLenahan@jcnj.org">BLenahan@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

**Resolution Purpose**

The purpose of this resolution is to discharge the HIP Mortgages affecting real property located at 17 Romaine Avenue, Jersey City, New Jersey 07306 a/k/a Block 12003 Lot 00022 f/k/a Block 1843 Lot 25

The first HORP/SHRP Mortgage for $24,900.00 was executed on February 5, 2008, recorded on February 25, 2008 in Book 16667 at Page 345 of the Register for Deeds for Hudson County, and matured on February 5, 2018.

The Second HORP/SHRP Mortgage for $24,900.00 was executed on March 13, 2008, recorded on March 19, 2008 in Book 16738 at Page 323 of the Register for Deeds for Hudson County, and matured on March 13, 2018.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on September 12, 2018 the Council adopted Resolution 18-808, which approved the subordination of three City affordable housing mortgages against 462, 466, 470 and 478 Bramhall Avenue, a/k/a Block 18802, Lots 3-7, f/k/a Block 1949, Lots 4.N, 4.P, 4.H, 4.L and 4.M (the Properties) to the interests of a new $1 million mortgage to Investors Bank; and

WHEREAS, it was subsequently discovered that the City holds a fourth mortgage against the Properties, which should have been included in the Council’s approval of the subordination request; and

WHEREAS, the omitted mortgage was executed on March 16, 2001 and provided an additional $150,000 of Linkage funds; and

WHEREAS, the fourth/omitted mortgage was recorded on March 28, 2001 in Book 7910, Page 251; and

WHEREAS, this resolution further amends Resolution 18-808 to correct the recording data of both City Linkage Fund mortgages and to update the current amount of the City’s investment in the Properties; and

WHEREAS, the City’s other Linkage mortgage in the amount of $150,000 was executed on August 14, 1997 and recorded on August 18, 1997 in Book 6313 Page 287; and

WHEREAS, the total City investment in the Properties is $1,400,145; and

WHEREAS, the Properties are deed restricted for 30 years from the date a permanent certificate of occupancy is issued; and

WHEREAS, the Developer is seeking to obtain a new loan from Investors Bank in order to lower its interest rate; and

WHEREAS, the Developer will use the loan proceeds of $1 million dollars to pay down existing debt against the Properties; and

WHEREAS, the Properties recently appraised for $7 million; and

WHEREAS, the City’s Division of Community Development has reviewed the Developer’s request to subordinate and has found that the appraised value of the Properties are sufficient to sustain the new debt and therefore recommends that the subordination be approved.
RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTIES KNOWN AS 462, 466, 470, 474 AND 478 BRAMHALL AVENUE A/K/A BLOCK 18802, LOTS 3, 4, 5, 6 AND 7, F/K/A BLOCK 1949, LOTS 4, 6, 7, 8, 9, 10, 11, 12 AND 13

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 Mortgage Subordination Agreement, subordinating the following mortgages to the interests of the new $1 million mortgage with Investors Bank:

   a) Mortgage and Note dated August 14, 1997 in the amount of $1,050,000 between City of Jersey City and Bramhall, L.P. and recorded on August 18, 1997 in Book 6313 Page 287;

   b) Mortgage and Note dated August 14, 1997 in the amount of $150,000 between City of Jersey City and Bramhall, L.P. and recorded on August 18, 1997 in Book 6313 Page 319;

   c) Mortgage and Note dated March 16, 2001 in the amount of $150,000 between City of Jersey City and Bramhall, L.P. and recorded on March 28, 2001 in Book 7910 Page 251; and

   d) Mortgage and Note dated April 22, 2002 in the amount of $50,145 between City of Jersey City and Bramhall, L.P. and recorded on May 17, 2002 in Book 8900 Page 162.

2) The Agreement shall be in a form consistent with the above stated terms as approved by the Corporation Counsel.

APPROVED:  

APPROVED AS TO LEGAL FORM:  

APPROVED AS TO LEGAL FORM:  

Certification Required □  Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE  11.7.18

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<tr>
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<th>AYE</th>
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✓ Indicates Vote  N.V.-Not Voting (Abstain)

AYE  NAY  N.V.
11.7.18

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

Roberto R. Lavarro, Jr., President of Council  Robert Byrne, City Clerk
RESOLUTION FACT SHEET
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Initiator
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>HEDC</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Rodney Hairston</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:RHairston@icnj.org">RHairston@icnj.org</a></td>
</tr>
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</table>

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

Resolution Purpose
The purpose of this resolution is to amend the earlier resolution 18-808 authoring the subordination of three City mortgages to a first mortgage required to develop affordable housing on Bramhall Ave.

After the adoption of the earlier resolution, it was discovered that there was actually a fourth city mortgage. This resolution, required by lenders' Title the company, authorizes the subordination of all four mortgages.

I certify that all the facts presented herein are accurate.

Signature of Department Director Date
WHEREAS the AmeriCorps Volunteer In Service to America Program ("VISTA") is administered by the Corporation for National and Community Service ("CNCS"), a federal agency of the United States of America established pursuant to the National and Community Service Trust Act of 1993, 42 U.S.C. 12651 et seq.; and

WHEREAS the VISTA Program is a project that seeks to increase economic opportunity and workforce development within Jersey City; to expand and support youth development and mentorships that align with "My Brother's Keeper" initiatives, to develop data collection and management results protocol that deliver better services and conduct better outreach between the Resident Response Center and the Mayor's Quality of Life Task Force; and to cultivate, promote and institutionalize a culture of volunteerism that will strengthen connections between residents, local organizations and families in need while expanding access to diverse opportunities for residents to get involved and give back to their community; and

WHEREAS, the City of Jersey City ("City") submitted an application in 2015 to the CNCS for the City to participate in the VISTA Program which was approved; and

WHEREAS, Resolution 15.327, approved on May 13, 2015, and amended by Resolution 16.703 on October 26, 2016, authorized the City to execute a Memorandum of Agreement (MOA) with CNCS for the provision of VISTA Program services to the City for a three year period beginning on April 19, 2015; and

WHEREAS, under the terms of the original MOA, the CNCS provides the City with the services of nine VISTA volunteers and the City pays a living stipend of $13,296.00 per VISTA volunteer per year for up to three of the VISTA Volunteers as well as costs for health benefits, FICA, optional life insurance and education awards/end-of-year stipends for each of the nine VISTA volunteers; and

WHEREAS, the approximate value of the services provided by the VISTA volunteers to the City during the first year of the contract was $338,558.00; and

WHEREAS, the City applied to CNCS to expand the VISTA Program by increasing the number of City Departments and Divisions that the VISTA volunteers provide services to; and
RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD MEMORANDUM OF AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE REGARDING THE CITY OF JERSEY CITY'S PARTICIPATION IN THE VISTA PROGRAM

WHEREAS, the CNCS agreed to the expansion of the VISTA Program and will provide the City with up to fourteen VISTA volunteers provided the City pays the updated living stipend of $18,127.20 per year for up to three VISTA volunteers and fringe benefits; and

WHEREAS, the VISTA Project term is two (2) years effective April 29, 2018 through April 28, 2020 or until the final VISTA volunteer closes service; and

WHEREAS, the City’s total cost to pay for one year of the living stipends for up to 3 VISTAs of VISTA Program volunteers will not exceed $54,382; and

WHEREAS, the sum of $21,100 is available in the Resident Response Center Operating Current Fund Account No. 01-201-20-111-314 and the remaining funds will be made available in the fiscal year 2018 temporary and/or permanent budgets; and

WHEREAS, in order to expand the VISTA Program, the City is required to execute a third Memorandum of Agreement with CNCS; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Law, the City is authorized to execute the Memorandum of Agreement because it is with a federal agency.

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 third Memorandum of Agreement in the form of the attached with the Corporation for National and Community Service that allows the City of Jersey City to expand the VISTA Program by adding five additional VISTA Program volunteers; and

2. The City shall pay the annual living stipend for up to three VISTA volunteers at an annual cost to the City of $54,382.00.

I, Donna Maurer, Chief Financial Officer, certify that funds in the amount of $21,100 are available in Account No. 01-201-20-111-314.

[Signatures]

APPROVED: [Signatures]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required ☐
Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

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☑ indicates Vote
N.V.-Not Voting (Abstain)

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

[Signatures]
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD MEMORANDUM OF AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE REGARDING THE CITY OF JERSEY CITY'S PARTICIPATION IN THE VISTA PROGRAM

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Office of the Mayor Resident Response Center</th>
<th>Office of Community Engagement &amp; Volunteerism</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Kevin Lyons</td>
<td>Supervising Administrative Analyst</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-5116</td>
<td><a href="mailto:lyons@jcni.org">lyons@jcni.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
This resolution is the third amendment to the Memorandum of Agreement (MOA) authorizing the cost share payment for the AmeriCorps VISTA program. The MOA is between the City of Jersey City and the Corporation for National and Community Service. This agreement authorizes up to 14 VISTAs and the cost share for up to 3 VISTAs at an amount not to exceed $54,382.00. This agreement is for 2 years, effective April 29, 2018 through April 28, 2020.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| Amount to be encumbered is $21,100 of City funds budgeted in the CY 2018 RRC Operating Expenses | April 29, 2018 through April 28, 2020 |

Type of award  Contract with Federal Agency

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

10/26/18
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA
MEMORANDUM OF AGREEMENT

Between

City of Jersey City
280 Grove Street
Jersey City, NJ 07302-3610
EIN: 226002013

and

Corporation for National and Community Service
New Jersey State Office
44 South Clinton Ave
Suite 312
Trenton, NJ 08609-1241

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Jersey City, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to fourteen (14) AmeriCorps VISTA members and up to fifteen (15) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be co-sponsored between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to $39,888.00 to cost-share up to three (3) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to eleven (11) AmeriCorps VISTA member(s) and up to fifteen (15) Summer Associates supported by CNCS. The Sponsor's cost-share of up to three (3) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

This Agreement is for one year, and shall become effective on the date of 09/17/2017 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 09/17/2017 and shall end thereafter on 09/15/2018, unless terminated sooner by either or both of the parties.

Click below to view:
General Provisions of the Cost Share MA
In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

Sponsor

Electronic
Signed By: Lyons, Kevin T
Title: 
Date: 01-SEP-17
City of Jersey City
Address: 280 Grove Street
Jersey City, NJ 07302-3610
Phone: (201) 547-5116
Sponsor Location Code Number: 61125
Sponsor DUNS Number: 831438275

Corporation for National and Community Service

Electronic
Signed By: Brown, Bernard
Title: State Program Director
Date: 08-SEP-17
Corporation for National and Community Service
Address: New Jersey State Office
44 South Clinton Ave
Suite 312
Trenton, NJ 08609-1241
Phone: 609-989-0474

Electronic
Signed By: George, Michelle
Title: Executive Officer
Date: 08-SEP-17
Corporation for National and Community Service
Address: 250 E Street SW
Suite 300
Washington, DC 20525-0001
Phone: 202-606-6626
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA
MEMORANDUM OF AGREEMENT

Between

City of Jersey City
280 Grove Street
Jersey City, NJ 07302-3610
BIN: 226002013

and

Corporation for National and Community Service
New Jersey State Office
44 South Clinton Ave
Suite 312
Trenton, NJ 08609-1241

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This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Jersey City, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C.§§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to five (5) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to $15,228.00 to cost-share up to one (1) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to four (4) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to one (1) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

This Agreement is for one year, and shall become effective on the date of 09/16/2018 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for each party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 09/16/2018 and shall end thereafter on 09/14/2019, unless terminated sooner by either or both of the parties.

Click below to view:
General Provisions of the Cost Share MA
In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

<table>
<thead>
<tr>
<th>By:</th>
<th>(Sponsor signature)</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Mr. Kevin T. Lyons</td>
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<tr>
<td>Title:</td>
<td></td>
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<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>City of Jersey City</td>
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</tr>
<tr>
<td>Address: 280 Grove Street</td>
<td>Jersey City, NJ 07302-3610</td>
</tr>
<tr>
<td>Phone:</td>
<td>(201) 547-5116</td>
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**Corporation for National and Community Service**

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<tbody>
<tr>
<td>Name:</td>
<td>Melissa Allen</td>
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<tbody>
<tr>
<td>Name:</td>
<td>Management and Program Analyst</td>
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<tr>
<td></td>
<td>Kira Weiss</td>
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<td>Title:</td>
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<tr>
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<td>Suite 300</td>
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<td>Washington, DC 20525-0001</td>
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RESOLUTION AUTHORIZING THE GRANTING OF A PERMIT TO D&M FIREWORKS, LLC, FOR A FIREWORKS DISPLAY ON NOVEMBER 30TH, 2018

COUNCIL

Offered and moved adoption of the following Resolution:

WHEREAS, D&M Fireworks, LLC, has applied for a permit to display fireworks on November 30, 2018 for Liberty National Golf Course, 100 Caven Point Road, Jersey City, N.J.; and

WHEREAS, the application for fireworks display has been reviewed and approved by the Chief of Police and the Fire Official, and is in compliance with the regulations of the Fire Prevention Code of the City; and

WHEREAS, D&M Fireworks, LLC, has obtained public liability insurance in the total amount of $1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured; and

WHEREAS, N.J.S.A. 21:3-3 provides that the permits for the display of fireworks must be authorized by resolution of the Municipal Council.

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

(1) A permit be issued to D&M Fireworks, LLC, to display fireworks for Liberty National Golf Course on November 30, 2018 at Liberty National Golf Course, 100 Caven Point Road, Jersey City, New Jersey; and

(2) The permit be issued on condition that no fireworks display shall commence later than 10:45 P.M. on said date; and

(3) The permit be canceled in the event that D&M Fireworks, LLC, fails to comply with any of the provisions of the Fire Department Code of the City of Jersey City; and

(4) A duplicate copy of the application and permit shall be forwarded to the Bureau of Explosives of the Department of Labor for filing and public inspection.

Matthew Hogan, Dir. Risk Management

APPROVED:

APPROVED:

Business Administrator

Certification Required ❋

Not Required ❋

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-7-18

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✓ 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 the granting of a permit to D&M Fireworks, LLC, for a firework display on November 30, 2018.

Initiator

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<th>Department/Division</th>
<th>Mayor's Office</th>
<th>Division of Cultural Affairs</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Christine Goodman</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-6921</td>
<td><a href="mailto:cgoodman@icnj.org">cgoodman@icnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Granting of a permit to have a firework display by D&M Fireworks, LLC, for Liberty National Golf Course. The application attached was reviewed and signed by the Police Chief and Fire Official. D&M Fireworks have obtained public liability insurance in the total amount of $1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured. This resolution requires the signature of Matthew Hogan, Director of Risk Management.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
# Liberty National Golf Course Fireworks 2018 (Private Property)

**Event Name:** Liberty National Golf Course Fireworks 2018 (Private Property)  
**Event Date:** Nov 30 2018

### Office of Cultural Affairs Reviewer

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Greetings Department Directors, Liaisons, & Staff,

Attached is a Special Event Application for a community organized special event in Jersey City. Please review, approve / disapprove & sign the Signature Page, there is also a space for comments.

In specific cases, organizations / organizers may be waiting on updated insurance or a complete vendor list. We have noted below if any documents are missing and/or incomplete and when we expect to have those documents. If you have any concerns or require clarification, please reach out to the Office of Cultural Affairs at extension 6921.

Thank you for your time & attention,
Special Events Planning Team Office of Cultural Affairs

**SPECIAL EVENT APPLICATION**

**OVERVIEW**

**TITLE:** LIBERTY NATIONAL GOLF COURSE FIREWORKS  
**DATE:** 11/30/2018

**LOCATION:** LIBERTY NATIONAL GC  
**TIME:** 10:30PM-10:45PM

**ORGANIZATION:** LIBERTY NATIONAL GC  
**PHONE:** 201-333-4105

**DESCRIPTION:** PRIVATE PROPERTY - FIREWORKS FROM LIBERTY GOLF COURSE

- PHOTO I.D. ✔
- NON-PROFIT N/A
- INSURANCE ☐
- STREET CLOSURE N/A
- SITE MAP ☐
- PARADE ROUTE N/A
- OPEN FLAME / FIRE INSPECTOR ☐
- FIREWORKS INCLUDED
- TENTS N/A
- FOOD VENDORS / HEALTH INSPECTOR N/A
- ALCOHOL BEVERAGE CONTROL N/A
- AMPLIFIED SOUND N/A
- STAGE N/A
- PARK N/A
- BARRICADES N/A
- SANITATION N/A
- PORTOJOHNS N/A
- GOODS / SERVICES VENDORS N/A

CA Event Planner TDM
CITY OF JERSEY CITY  
OFFICE OF CULTURAL AFFAIRS  
City Hall, 280 Grove Street Rm #215  
Jersey City, NJ 07302  
(201) 547 - 6921 culturalaffairs@jcnj.org  

Steven M. Fulop  
Mayor  

Christine Goodman  
Director  

ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY  

2018 SPECIAL EVENT APPLICATION  
*Application MUST be submitted a minimum of 60 days prior to event date.*  

GENERAL INFORMATION  
Title of Event: Liberty National Golf Course Fireworks  
Location of Event: Liberty National GC  
Contact Person / Organizer: Shaun Lewis / David Albitz  
Contact Person Address: 100 Caven Point Rd Jersey City, NJ  
Organization: Liberty National GC  
Organization Address (if different from above): NA  
Email: dave@dmfireworks.com  
Website: www.libertynationalgc.com  

REQUIRED: Attach copy of photo ID.  
Date of Event: 11/30/18  
Day of the Week: Friday  
Phone #: 201-333-4105 Ext. 306  
Mobile #: 516-965-9686  
Phone # for the Public: 201-333-4105 Ext. 306  

Are you a Non-Profit? Yes ☐ No ☒  
Attach proof of non-profit status (IRS approval letter) here.  

If any person, organization, or corporation engaged in this activity will realize a profit, please provide the following:  
Name: NA  
Address: NA  

If charity, gratuity or offerings will be solicited or accepted, name the Charity and give the reason:  
NA  

EVENT TIMES  
No event will be permitted past 10 PM. Amplified sound / music must be turned off 1 hour prior to event end time.  
Start Time: 10:30 P.M.  
End Time: 10:45 P.M.  
This refers to the advertised time that the event will be open / closed to the public.  
Time you will begin setup: NA  
For events that take place in a street, this is the time that street closure will begin and Off Duty Police will be required.  
Time you will be completely done with clean-up: NA  
Events that surpass this approved time will be subject to additional fees.  

ATTENDANCE  
Estimated for this year: 100  
If applicable, attendance last year:  

DESCRIPTION OF EVENT  
Please describe the intent of the Special Event you are proposing and how it will serve Jersey City.  
This event is private.
INSURANCE
The Applicant must have an Occurrence Based General Liability Insurance Policy with a minimum of $1,000,000.00 coverage. The Applicant must submit a Certificate of Insurance (C.O.I.) with the application evidencing the above coverage. The C.O.I. must name the City of Jersey City, 280 Grove Street, Jersey City, NJ 07302 as the Certificate Holder and name the "City of Jersey City, its officers and employees" as additional insured and also include in the description along with the date(s) of event.

☐ Check if you will be seeking an Insurance Waiver from the Office of Risk Management. (Request letter required)
Please refer to the Cultural Affairs website jerseyculture.org for minimum waiver requirements before checking box.

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<td>□ Food Market</td>
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<td>□ Sidewalk Sale</td>
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LOCATION OF EVENT (Attach a site map here and the Property Approval letter(s) for Private Property here)

| ☐ Public Street |
| ☐ Park |
| ☒ Private Property |
| ☐ Other |
| Street Name: | Name: | Address: |
| Cross Streets: | Cross Streets: | Cross Streets: |
| Cross Streets: | Cross Streets: | Cross Streets: |
| Owner: | Owner: | Owner: |

DIVISION OF ENGINEERING & TRAFFIC
Are you requesting a street closure? (Street closures are subject to a vote by City Council) ☐ Yes ☒ No
If yes, which street(s)? Cross street(s)?

When will the street closure begin? When will the street closure end?

If the event is more than one day, will the street closure be overnight? ☐ Yes ☒ No
If block to be closed is residential, how many residents? 

Attach a list of the the name(s) and address(es) of all businesses on the block to be closed here.

**Additional info may be required.

PARKING ENFORCEMENT
Will parking be prohibited or restricted? ☐ Yes ☒ No ☒
If yes, once your street closure is issued by the Division of Engineering & Traffic you will be required to visit PARKING ENFORCEMENT to obtain paper NO PARKING signs no later than 72 hours before your event.

394 Central Ave, Jersey City, NJ 07307 201.547.5538

BE ADVISED: If you do not obtain NO PARKING signs and post them less than 48 hours before your event, the City cannot legally enforce, ticket, and/or remove any vehicles in your event area on the day of your event.
PUBLIC SAFETY

Will there be a moving assembly as part of this event; ie. parade, procession, walk, run or cycle? Yes ☐ No ☑
If Yes, how many contingent groups / marchers are expected? Total # of Groups: .......... Total # of Marchers: ........

Will this moving assembly include Floats and/or Automobiles? Yes ☐ No ☑
Number of floats: ................................ Hand pushed carts: ................................ Motorized vehicles: ..................

**Vehicles will require valid insurance, registration, and must be operated by licensed drivers. Vehicles deemed unsafe by Public Safety will not be permitted to participate. Motorized Vehicles are not authorized at any point during an event to perform tricks, stunts, or engage in dangerous driving maneuvers.**

Parade marchers & floats will begin to assemble at: Time: ................................ Location: ................................
Parade will kick-off at: Time: ................................ Location: ................................
Parade will finish at: Time: ................................ Location: ................................
Route of Event: Please detail exact streets and directional turns of entire route and attach list & map here.
**Attach parade line-up with numbers per group here.**

FIRE PREVENTION

Will you be using a generator over 55 gallons? Yes ☑ No ☐
Will you be installing electrical wiring? Yes ☑ No ☐
If Yes, please explain:

Are fireworks included in your event? Yes ☑ No ☐
**Application for fireworks must be submitted and approved.**
Will you have rides or inflatable amusements? Yes ☐ No ☑
**Only State permitted rides are allowed.**
Number of Rides: ..................................
Are you setting up a tent? (see tent requirements) Yes ☑ No ☐
Number of tent(s): ................................ Size(s) of tent(s): .................................
Will food be cooked on-site? Yes ☐ No ☑
Will any vendors present be using an open flame? Yes ☐ No ☑
**Additional permits will be required from Fire Prevention, 465 Marin Blvd, 201.547.4255.**

DEPARTMENT OF HEALTH & HUMAN SERVICES

Will you or any vendor be distributing food for free? Yes ☐ No ☑
Will you or any vendor be selling food? Yes ☐ No ☑
Will there be food trucks present at your event? Yes ☐ No ☑
**Additional permits will be required from HHS 199 Summit Ave 201.547.6800. Attach food vendor contact list here.**
Will animals be involved in this event? Yes ☐ No ☑
List species of animals to be present at the event? ........................................................................................................
Name of pet establishment, farm, or vendor providing the animals? .................................................................

ALCOHOL BEVERAGE CONTROL

Will any beer, wine or other alcoholic beverages be present and/or sold for public consumption? Yes ☐ No ☑
Your organization is responsible for obtaining an ABC permit directly with the State Division of Alcohol Beverage Control. If you need further assistance please visit the ABC Enforcement Bureau located at the East District Police Precinct.
Once you have your ABC permit please email a copy to the Office of Cultural Affairs culturalaffairs@jcnj.org
**NO glass bottles should be distributed at public events.**
I understand & will comply
ENTERTAINMENT
Will your event involve Live Entertainment and/or Amplified sound? Yes ☐ No ☑
Will your event include a Stage provided by a private company? Yes ☐ No ☑
Please explain (describe stage: including length, width, height) ________________________________
Contact info of company you are hiring: ______________________________________________________
Will you be hiring a private sound company? Yes ☐ No ☑
Name & contact info of company you are hiring: ________________________________________________

The City of Jersey City welcomes public events and celebrates the vast diversity of our community. We encourage public art programming, civic pride events and music. We ask, that all event organizers adopt the philosophy that events should occur with as little inconvenience to our residents as possible. So, in addition to obeying all City ordinances relating to time constraints and noise, please keep amplified sound at a reasonable level. Amplified sound is intended to broadcast music and spoken word to only reach the audience in attendance. Excessive amplification is unnecessary and compromises the quality of life in our city.

I understand & will comply ☑

DEPARTMENT OF RECREATION
☐ Check this box here if you would like to request a stage offered by the Department of Recreation. Which stage?
☐ SMALL SHOWMOBILE ☐ LARGE SHOWMOBILE ☐ MAIN STAGE
15' wide x 20' long 15' wide x 25' long 20' wide x 30' long
Deliver stage to (address) __________________ by __________________ (time) & picked up by __________________ (time).

DEPARTMENT OF PUBLIC WORKS - PARKS & FORESTRY
Will you be requesting use of a City park? Yes ☐ No ☑
Which park? __________________________________________ Which area inside the park? __________________________
Describe any literature you plan to sell or distribute: ________________________________________________
*No cooking, alcohol distribution, or private events are permitted in City parks. I understand & will comply ☑

DEPARTMENT OF PUBLIC WORKS - BUILDING & STREETS
Will you be requiring barricades for your event? Yes ☐ No ☑
In addition to the standard for a street closure, how many barricades are you requesting?____________________
What corner or address are you requesting the barricades to be delivered? ______________________________

DEPARTMENT OF PUBLIC WORKS - SANITATION
Event organizers are responsible for clean-up of an event site. Many events require specific types of clean-up services. These special services are available from DPW Division of Sanitation. Additional fees will apply.
The Division of Sanitation form can be found at jersycityculture.org/specialeventforms
Please initial to indicate that you understand which events require additional services & will comply ☑
• Street sweepers are required for any parades, walks, processions, and/or street festivals, especially if food vendors and/or alcohol are involved.
• A dumpster or packer truck pickup is required at every public event depending on expected attendance.
• Adequate trash & recycling receptacles are required, with sufficient bags to accommodate the entire event.
• A professional cleaning company with wheeled barrels & individuals sweeping to remove refuse is recommended.

If you are instead hiring a professional company to clean-up the event, provide their contact info.
Name: NA Contact number: NA
BASIC REQUIREMENTS

Event organizers are responsible for providing at events with more than 50 attendees the following basic necessities:

Please check below to indicate that you understand & will comply

☐ Portable Toilets: Event Organizers MUST provide ample units to accommodate attendees.
  (please reference chart at www.jerseycityculture.org/specialevents)
☐ ADA accessible units MUST be included and available for public. (see chart)
☐ Clean drinkable water MUST be available at public events free of charge.

Name & contact info of portable toilet company you are renting units from:

Number of Units:  Standard ADA

Please explain your plan to provide water:

SEVER WEATHER / RESCHEDULING

Please check below to indicate that you understand & will comply

If severe weather conditions postpone the start time of the event, or if the entire event must be cancelled or moved to another location, the Office of Cultural Affairs must be notified in writing at least 24 hours prior to the start time of the event. The Office of Cultural Affairs reserves the right to rescind this application at any time for good cause, especially in the case of a State of Emergency. Accommodations will be made based on availability.

DIVISION OF COMMERCE

Will there be Vendors selling goods or services? Yes ☐ No ☒ If Yes, how many? ______________________
(Please attach full list of business names, addresses, & phone numbers here)

Will you conduct Raffles or Games of Chance? Yes ☐ No ☒

Will alcohol be consumed or sold at this event? Yes ☐ No ☒

INDEMNIFICATION

The undersigned Applicant agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Applicant’s use of any premises during the Special Event. The Applicant further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney’s fees and costs of suit. If so directed, the Applicant shall, at no cost or expense to the City, defend against such claims, in which event the Applicant shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Applicant’s liability hereunder shall continue after the termination of the Special Event with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

SIGNATURE

Name of Person coordinating the Event / Application (“Applicant”):

Print Name: Shaun Lewis / David Albitz

Signature Name: David Albitz

Phone Number: 201-333-4105 Ext. 306

Date Submitted: 10/24/18

*** DO NOT WRITE BELOW THIS LINE ***

OFFICIAL USE ONLY

Application Received by: Cultural Affairs Event Planner

Date Received:
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**: 10/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERSO 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**
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

**CONTACT NAME:** PAH£NHE.£ 216-658-7100
**E-MAIL ADDRESS:** ?£.£N01:216-658-7101

**INSURED**
D & M Fireworks LLC
P. O. Box 503
Bally PA 19503

**INSURER(S) AFFORDING COVERAGE**

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<tr>
<td>A</td>
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<td>B</td>
<td>Everest National Insurance Company</td>
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<td>C</td>
<td>Maxum Indemnity Company</td>
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<td>D</td>
<td>Liberty Insurance Corporation</td>
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**COVERAGES**

**CERTIFICATE NUMBER:** 2024825855

**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.**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

(Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

**Display Date:** 11/30/18  
**Rain Date:** TBD

Location: Liberty National GC Property
Liberty National GC and City of Jersey City as their interests may appear are additionally insured in regards to above listed display.

**CERTIFICATE HOLDER**
Liberty National GC
100 Caven Point Road
Jersey City NJ 07305

**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**

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
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**
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

**INSURED**
D & M Fireworks LLC
P.O. Box 503
Bally PA 19503

**INSURER(S) AFFORDING COVERAGE**

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<tr>
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<td>Maxum Indemnity Company</td>
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**COVERSAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Liberty National Golf Course Fireworks
Display Date: 11/30/18 Rain Date: TBD
Location: Liberty National Golf Course 100 Caven Point Rd. Jersey City, NJ
City of Jersey City, its officers and employees as their interests may appear are additionally insured in regards to above listed display.

**CERTIFICATE HOLDER**
City of Jersey City
280 Grove Street
Jersey City NJ 07302

**CANCELATION**

**AUTHORIZED REPRESENTATIVE**

© 1988-2010 ACORD CORPORATION. All rights reserved.
The undersigned, carrying on the business of pyrotechnics, manufacturing and the displaying of fireworks at PO Box 503, makes application, as required by Law, to have a Public Display of Fireworks, in accordance with the rules and regulations of the City of Jersey City and National Fire Protection Association (NFPA) 1123, Code for Outdoor Display of Fireworks and the National Fire Protection Association (NFPA) 1124, Code for the Manufacturing, Transportation and the Storage of Fireworks.

Violations of any of the conditions imposed by the City of Jersey City, will result in the immediate cancellation of the permit, and steps will be taken to punish the offenders as provided in the Laws of New Jersey, and the Ordinance of the City of Jersey City, New Jersey. This application must be completed and in the Office of the Fire Official 15 days prior to the fireworks display.

NAME OF SPONSOR: Liberty National GC
ADDRESS: 100 Caven Point Rd.

CONTACT PERSON: Shaun Lewis PHONE# 201-333-4105

SPECIFIC LOCATION OF DISPLAY: Liberty National Golf Course

DATE AND HOURS OF DISPLAY: 11/30/18 Approx: 10:30 PM

DURATION OF DISPLAY: Approx. 10 minutes

NAME OF PERSON(S) IN CHARGE (ON SITE) -- LOADING/DISCHARGING FIREWORKS:
David Albitz

STATE TRANSPORT ROUTE FROM ENTERING JERSEY CITY TO POINT OF STORAGE AND/OR DISPLAY SITE:
Rt. 78 to Bay View Ave to Caven Point Road.

STORAGE SITE OF FIREWORKS PRIOR TO DISPLAY:
No storage required.
LIST SIZE AND QUANTITY OF FIREWORKS ON THIS FORM BELOW:

<table>
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<tr>
<th>Size</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>2.5&quot; Shells</td>
<td>240</td>
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<tr>
<td>3&quot; Shells</td>
<td>204</td>
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<tr>
<td>4&quot; Shells</td>
<td>66</td>
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<tr>
<td>Multi Shot Cakes</td>
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NOTE: THE USE OF 12 INCH AND LARGER FIREWORKS ARE PROHIBITED IN THE CITY OF JERSEY CITY.

THE FOLLOWING IS ALSO REQUIRED WITH THIS APPLICATION:

1. Copy of insurance in a sum of not less than $1,000,000 conditioned for the payment of all damages incurred.
2. A Hold-Harmless agreement for the City of Jersey City.
3. Check made payable to "Treasurer City of Jersey City" for all required fees.
4. Certificate of Fitness, by the employer, for each person who will do the actual discharging of the fireworks.
5. Copies of all permits, letters of permission or acknowledgements for the display from all other agencies having jurisdiction, e.g., FAA, US Coast Guard, Port Authority of NY & NJ, NJ State Park Service, etc.

APPLICANT NAME: D&M Fireworks, LLC / David Albitz

ADDRESS: PO Box 503, Bally, PA 19503

APPLICANTS SIGNATURE: David Albitz

DATE: 10/24/18

(Signature acknowledges receipt of Jersey City Fire Department's Guidelines for Display of Fireworks)

APPROVALS:

FIRE OFFICIAL

DATE

CHIEF OF POLICE

DATE

******UPON APPROVAL****

FORWARD TO LAW DEPARTMENT FOR CITY COUNCIL RESOLUTION
FIREWORKS DISPLAY

HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of City of Jersey City and D&M Fireworks, LLC (Contractor).

WITNESSETH:

1. D&M Fireworks, LLC (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of City of Jersey City from and against any loss, damage or liability, including attorneys’ fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

- Workers Compensation/Employers Liability: $500,000
- General Liability: $1,000,000
- Automobile Liability: $1,000,000
- Umbrella Liability: $4,000,000

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the “event” must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

- Event: Liberty National GC Fireworks Date: 11/30/18 Rain Date: TBD
- Dated: 10/24/18 Signed: (Contractor)

Witness:
Company Name: D&M Fireworks, LLC

Email Address of Person Submitting Request: dave@dmfireworks.com

Cell Phone Number for On-Site Technician: 610-656-1575

Event Name: Liberty National GC

Display Date: 11/30/18 Rain Date: TBD

Display Start Time: Approx. 10:30 PM

Duration of Fireworks Display: Approx. 30 minutes

Max Height of Fireworks: 400'

Address, City and State: 100 Caven Point Rd. Jersey City, NJ

Latitude: 40° 41’ 47.00” (North) Longitude: 74° 04’ 10.00” (West)

Special Notes

Please email your request to:

9-ATO-ESA-OSG-Fireworks@faa.gov
NEW JERSEY DEPARTMENT OF LABOR
OFFICE OF SAFETY COMPLIANCE
PO BOX 386, TRENTON, NJ 08625-0386

PERMIT TO USE EXPLOSIVES

Grade: P
Fee: $200

Expiration Date: 3/31/2019
Permit Number: 003244

David Albitz
626 Chestnut St
Bally, PA 19503
RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE CY 19
COOPERATIVE MARKETING GRANT FROM THE NEW JERSEY DEPARTMENT OF
STATE, DIVISION OF TRAVEL & TOURISM

COUNCIL, AS A WHOLE OFFERED AND MOVED APPLICATION OF AND
ACCEPTANCE OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") has been awarded a grant in the amount of
$10,500.00 New Jersey Department of State, Division of Travel & Tourism ("State"); and

WHEREAS, the City would like to accept these funds from the State to assist in furthering
Jersey City as a travel destination; and

WHEREAS, the grant will be utilized to enhance and continue the marketing efforts for the
29th Annual Jersey City Art and Studio Tour; which will take place in October 2019; and

WHEREAS, the grant requirements include that there is a matching fund equal to 25% of
the State grant; and

WHEREAS, GFP Real Estate, 150 Bay Street, Jersey City, NJ 07302, will provide the City
with matching funds in the amount of $2,625.00;

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

1. The Mayor or Business Administrator is hereby authorized to execute an electronic contract in
SAGE with the New Jersey Department of State; and

2. The Office of Management and Budget is authorized to establish a grant account in the amount of
$10,500.00 for the CY 19 Cooperative Marketing Grant

APPROVED:

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td>BOGGIANO</td>
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✓ Indicators Vote

N.V. - Not Voting (Abstain)

Approved 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 THE ACCEPTANCE OF THE CY19 COOPERATIVE MARKETING GRANT FROM THE NEW JERSEY DEPARTMENT OF STATE, DIVISION OF TRAVEL AND TOURISM

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Mayor’s Office</th>
<th>Jersey City Office of Cultural Affairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Christine Goodman</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 549-4303</td>
<td><a href="mailto:cgodman@jcnj.org">cgodman@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose
RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE CY19 COOPERATIVE MARKETING GRANT FROM THE NEW JERSEY DEPARTMENT OF STATE, DIVISION OF TRAVEL & TOURISM.

The CY19 Cooperative Marketing Grant will be utilized to enhance and continue the marketing efforts for the 29th Annual Jersey City Art and Studio Tour and Art commencing on January 1, 2019 and ending October 31, 2019.

The grant will provide the opportunity to further the City’s reach in marketing to attract visitors and to increase economic development and tourism throughout Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director  10/29/19
Date
STATE OF NEW JERSEY
DEPARTMENT OF STATE
GRANT AGREEMENT

I. Grant Agreement Data

1. Date Issued: 10/11/2018

3.a. Grant Award Number: TRAV-2019-CMP-00047

3.b. DUNS Number: 831438275

2. Supersedes Notice Dated:

4. Title of Grant Award: Cooperative Marketing Program 2019

5.a. Department, Division, Name/Address: NJ Division of Travel and Tourism PO Box 460 Trenton, NJ 08625-0460

5.b. Financial Officer Name and Title: Grant Officer

5.c. Phone No. (609) 633-7985

5.d. Grantee: Jersey City 226002013-00

6. Grant Period (Month/Day/Year)
   From: 9/30/2018 To: 12/31/2019

7. Vendor ID Number: 226002013-00

City: Jersey City State: New Jersey Zip: 07302-3610

8. Source of Funds:

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<th>Amount</th>
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<td>2019</td>
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</tr>
</tbody>
</table>

9. Award Computation for Grant:

a. Amount of Financial Assistance: $10,500

b. Less Unobligated Balance from Prior Budget Periods:

c. Less Cumulative Prior Awards this Budget Period:

d. AMOUNT of this ACTION: $10,500


10.b. This Grant is subject to the terms and conditions incorporated either directly or references in the following:

Attachment A - Audits; Insurance; Reporting
Attachment B - Approved Budget
Attachment C - Final Comparison of Actual to Budget Expend/Reporting Requirements
Attachment D - Program Specifications

The Grantee's Terms and Conditions for administration of Grants is referenced in this Grant. Acceptance of this grant terms and conditions is acknowledged by the grantee by:

(1) Returning a copy of this Grant Agreement with Section I (12) properly completed; or

(2) Accepting funds from the State Grantor Agency. This method of acceptance is valid if a grant application signed by an officer of the grantee is on file at the State Grantor Agency.

11. Remarks (Other terms and conditions): Yes No

12. DEPARTMENT AND GRANTEE SIGNATURES

If this grant, including all attachment annexed hereto, correctly sets for your understanding of the terms of the Agreement, please indicate your organization's concurrence with such terms by having the enclosed copy of this grant signed by an appropriate officer of your organization and returned to the Department

ACCEPTED AND AGREE:

[Signature] Date

NJ Dept. of State/Travel and Tourism
Grantor Division

COUNTERSIGNED:

[Signature] Date

By:
Title:

DEPARTMENT OF STATE:

I attest that sufficient funds have been appropriated by the State Legislature to cover the current state fiscal year portion of the grant.

Department of State Grant Approval Officer
NEW JERSEY DEPARTMENT OF STATE
DIVISION OF TRAVEL AND TOURISM – COOPERATIVE MARKETING PROGRAM

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  B. Approved Budget
  C. Reporting Requirements
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OTHER TERMS & CONDITIONS
  A. Cooperative Marketing Program Requirements
II. Compliance with Existing Laws

A. The Grantee, in order to permit the Department to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.

B. These laws and regulations include, but are not limited to the following:
   1. Federal Office of Management and Budget (OMB) documents:
      http://www.whitehouse.gov/omb/circulars/
   2. New Jersey Department of the Treasury, Office of Management and Budget documents:
      a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
         http://www.state.nj.us/infobank/circular/circindx.htm and click on “Circular Letters” and locate Circular 04-04.
   3. State Affirmative Action Legal Citations:
      The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et al., and P.L. 1975, c.127 and all implementing regulations.
      Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

III. Bonding and Insurance

Proof of Insurance must be submitted.
Bonding and insurance of the type described in Attachment A, Part VII, shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee.

IV. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignability
The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department.
VI. Availability of Funds
The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant/Loan Agreement and no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant/Loan Agreement.

VII. Special Grant Conditions For "High Risk" Grantees
A. A Grantee may be considered "high risk" if the Department determines that a Grantee:
   1. Has a history of unsatisfactory performance.
   2. Is not financially stable.
   3. Has a financial management system which does not meet the standards set forth in Section VIII.
   4. Has not conformed to terms and conditions of previous awards.
   5. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. Special conditions or restrictions may include:
   1. Payment on a reimbursement basis.
   2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
   3. Requiring additional, more detailed financial reports.
   4. Additional project monitoring.
   5. Requiring the Grantee to obtain technical or management assistance.
   6. Establishing additional prior approvals.

C. If a Department decides to impose such conditions, the Department official will notify the Grantee as soon as possible, in writing, of:
   1. The nature of the special conditions/restrictions.
   2. The reason(s) for imposing the special conditions.
   3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
   4. The method of requesting reconsideration of the conditions/restrictions imposed.

VIII. Financial Management System
A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department when the Grantee cannot comply with the requirements established in this Section of the grant.

B. The Grantee's financial management system shall provide for:
   1. Financial Reporting:
      Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
   2. Accounting Records:
Records that adequately identify the source and application of funds for Department supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

3. Internal Control:
   Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control:
   Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Department.

5. Allowable Cost:
   Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.

6. Source Documentation:
   Accounting records that are supported by source documentation.

7. Cash Management:
   Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.

C. The Department may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this grant agreement.

D. A Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

IX. Method of Payment
   A payment will be made to the Grantee in a manner determined by the Department (see Attachment A, Section V), upon receipt by the Department of a properly executed copy of this grant.

X. Allowable Costs
   A. Limitation on Use of Funds
      Grant funds must be used only for allowable costs.

   B. Applicable Cost Principles
      For each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (Federal OMB Circular 200 CFR, Part 200) and State requirements.

XI. Period of Availability of Funds
   Grantees may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

XII. Matching and Cost Sharing
   The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of this program in accordance with Federal and State requirements. The Grantee shall comply
with the Matching fund requirements set forth in “Other Terms and Conditions, Cooperative Marketing Program Specifications”.

XIII. Program Income
Program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

A. If a Grantee receives interest earned of $250 or more in a fiscal year on advances of grant funds, see Attachment A, Section VIII (B).

B. Unless the grant provides otherwise, the Grantee shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.

C. All other program income earned during the grant period shall be retained by the Grantee and used in accordance with Attachment A, Section IV of this grant.

XIV. Audit Requirements
This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XV. Budget Revision and Modification
This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Department in writing.

A. Grantee shall request approval in writing, from the Department Grant Approval Officer designated in Attachment A, Section III when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.

2. To provide financial assistance to a third party by sub-granting (if authorized by law) or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.

3. The need for additional funding or to extend the period of availability of funds.

4. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.

5. Revisions which involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs.

For the purpose of this grant, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

B. The Department may also, at its option, establish policy to restrict transfers of funds among direct cost categories and must require Grantees to comply with applicable Federal and State requirements concerning prior approval for certain budget changes.

C. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories and may use the budget form provided in Attachment B of this grant.
D. The Department may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Grantee must be incorporated in written amendments to this grant.

E. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to the Department.

F. If the revision requested will result in a change to the Grantee's approved project which requires Federal prior approval, the Department will obtain the Federal agency's approval before approving the Grantee's request.

XVI. Property Management Standards

Property furnished by the Department or acquired in whole or in part with Federal or Department funds or whose cost was charged to a project supported by Federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

Prior approval must be received from the Commission for the use of property in other programs when it is determined that such property is no longer needed for the purposes of the original program as set forth in "Other Terms and Conditions" of this Agreement. Use in other programs shall be limited to those programs funded by the Commission that have purposes consistent with those in this Agreement. Real property obtained with funds provided in this Agreement shall not be disposed of or its title or interests encumbered by the Grantee without prior written approval from the Commission.

XVII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements.

Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

XVIII. Monitoring of Program Performance

A. The Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

B. The Grantee shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work
units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Department assistance required to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

C. The Department may, at its discretion, make site visits to:
   1. Review program accomplishments and management control systems.
   2. Provide such technical assistance as may be required.
   3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XIX. Financial and Performance Reporting

A. The grant budget as used in this Section means the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process. The Approved Budget is contained in Attachment B.

B. The Grantee shall submit a final report as prescribed in Attachment A, Section V of this Agreement. The final report shall present a comparison of actual expenditures with budgeted expenditures and a written narrative performance report, signed by an appropriate officer of the Grantee, of what was accomplished by the expenditure of funds towards achieving the purpose(s) of this Agreement.

C. If requested, the Grantee shall submit interim expenditure reports comparing actual expenditures with the approved budget as prescribed in Attachment A.

D. The Grantee If requested, the Grantee shall submit interim performance reports as prescribed by the Commission. These reports shall be submitted on a periodic basis, as prescribed in Attachment A, Section V of this Agreement; however, reports shall not be required more frequently than quarterly or less frequently than annually. Performance reports shall present the following information for each program function or activity involved:
   1. A comparison of actual accomplishments for the period to the goals established in the program specifications in Attachment C of this Agreement. Where the output of the program can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
   2. Reasons that established goals were not met.
   3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. The Grantee shall submit annual reports.

F. Extensions to reporting due dates may be granted upon written request to the Department.

G. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this grant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

XX. Access to Records

A. The Grantee in accepting this grant agrees to make available to the Department, any Federal agency whose funds are expended in the course of this grant, or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.

B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.

C. The Department reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for Department access to such records in any grant with the Subgrantee.
D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XXI. Record Retention

A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless Federal or State funding Department statutes require longer periods or unless directed to extend the retention by the Department.

1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Department.

2. Records for nonexpendable property acquired with Department funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by the Department.

B. For Federal and State purposes (unless otherwise provided):

1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.

2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Department.

C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXII. Enforcement

A. Remedies for Noncompliance

If a Grantee materially fails to comply with the term of an award, whether stated in a State or Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.

2. Disallow all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the current award for the Grantee's program.

4. Withhold further awards for the program.

5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.

6. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action, the Department may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

C. Effects of Suspension and Termination

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are
allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

D. Relationship to Debarment and Suspension
The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State and Federal debarment and suspension procedures.

XXIII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:
   1. Termination
      The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
   2. Suspension
      The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
   3. Disallowed Costs
      Disallowed costs are those charges to the grant which the Department or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

B. When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.

C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

E. The Grant Closeout procedures in Section XXV of the grant shall apply in all cases of termination of the grant.

XXIV. Publicity (see also Other Terms & Conditions)

A. Credit must be given to the New Jersey Department of State (NJDOS) in all printed materials, releases and announcements of the grantee regarding all activities to which NJDOS funds contribute. This applies to all promotional appearances on television and radio by representatives of the grantee organization as well. In the case of electronic media, verbal credit must be given at least once during a broadcast to acknowledge the support the grantee has received from NJDOS to its overall operation.

B. Credit must be given to NJDOS in all print advertising and broadcast advertising placed by a grantee. Billboard advertising must also include NJDOS credit. Any advertising, regardless of size or length, placed by a grantee that credits a specific funding source must also acknowledge NJDOS.
C. Those organizations receiving funds from NJDOS through their officially designated county agency (e.g. a re-grant program) are required to comply with the terms, conditions, and language set forth by their county agency. The organization should not imply that it received funds directly from the Division of Travel & Tourism, but rather from a grant administered by its officially designated county agency.

D. Credit. When crediting the NJ Department of State, the following language should be read as follows: “The (name of organization) received funding through a grant from the New Jersey Department of State, Division of Travel & Tourism.”

XXV. Grant Closeout Procedures
A. The following definitions shall apply for the purpose of this Section:
   1. Grant Closeout
      The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.
   2. Date of Completion
      The date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in Attachment A, Part VI upon completion of the grant period or termination of the grant. The Department may permit extensions when requested in writing by the Grantee.
C. The Grantee will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (uncumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
D. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
E. The Grantee shall account for any property acquired with Department funds or received from the department in accordance with the provisions of Section XIV of this Agreement.
ADDITIONAL GRANT PROVISIONS

Attachment A is hereby annexed to and provides for additional grant provisions and conditions between NJ Department of State/Division of Travel & Tourism and Jersey City as detailed below.

I. Audit Requirement

NOTE: Audit reports are due 90 days following Grantee fiscal year end.

A. Any audit required under Section XIV of this grant will be conducted in the Grantee's fiscal year. It is the Department's understanding that the Grantee's fiscal year ends on 12/31.

B. Any changes in the fiscal year must be reported immediately to the Department.

C. Copies of audit reports must be submitted to each State funding Department.

D. Grantees must assure the Department that auditors satisfactorily comply with the General Accounting Office's Government Auditing Standards (Yellow Book) for internal and external quality control review program requirements.

E. All grants must include the audit requirements as delineated in the Department of the Treasury Circular Letter 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

F. The following method has been designated in performing audits:

☐ State Auditors.

☐ Departmental internal auditors.

☐ CPA firm appointed by the Department

☒ CPA firm appointed by the Grantee.

☐ Other

G. Grants which are basically procurement in nature and less than $10,000 shall not be subject to the audit requirements contained in Section XIV of this grant.

II. Certification of Adequacy of Accounting System

A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section VIII, Financial Management System of this grant.

☐ Must be completed by the Chief Financial Officer

☒ Is not required.
III. Budget Revision and Modification

All budget revisions and modifications beyond the designated limits must be approved in writing by Anthony Minick - Marketing Director - Division of Travel and Tourism, hereby designated by the Department as Grant Management Officer.

The following procedures will be required for budget revisions and modifications:

A. For all grants refer to Section XV.

B. The budget variance request must be submitted in writing by the Grantee and must include an explanation of the reasons for the variance request.

Since the Grantee is not to incur expenditures over and above the limits set for budget variances, it is incumbent on the Grantee to request budget variance approval whenever it is anticipated that spending will exceed the limits.

IV. Program Income

Other program income, if any, as defined in Section XIII, shall be treated by the Grantee in the following manner:

- Added to funds committed to the project by the Department and be used to further eligible program objectives;
- Deducted from the total project costs for the purpose of determining the net costs on which the Department grant payments shall be based.
- Cost sharing or matching method (Using program income to meet cost-sharing or matching requirements).
- Not applicable.

V. Method of Payment

A. The Grant will be paid on a reimbursement basis.

B. Where deemed applicable, the Department may authorize advance payments to the Grantee. These payments are not to exceed 50% of the grant amount upon acceptance of the executed Grant Agreement.

C. An additional payment of 25% will be made upon receipt and approval of the Interim fiscal and programmatic reports.

D. A final payment 25% will be made upon receipt and approval of the FINAL fiscal and programmatic reports and compliance with mandatory trainings and technical assistance sessions.

VI. Financial and Performance Reporting

A. Mid-Term Programmatic and Fiscal reports shall be submitted by March 30, 2019. See Attachments C.

B. Final reports should be submitted by the Grantee no later than February 15, 2020. See Attachments C.

C. The Grantee's financial reports shall be prepared, in a manner consistent with the Grantee's normal accounting records, which is:

- Cash Basis
- Accrual Basis
- Other
VII. **Bonding and Insurance**

Attach copy of Insurance with Contract

Type of Insurance Required: The Grantee hereby agrees to include the Department of State/Division of Travel and Tourism as an additional insured on the existing general liability policy No. ____________________________:

Coverage of $0 ___________________ bodily injury per occurrence and $0 ___________________ property damage per occurrence are included. The Grantee shall maintain this policy during the life of this grant with the Department. (Please certify in writing if the Grantee is a self-insured, public entity). The grantee must furnish a certificate of insurance evidencing such coverage.

VIII. **Interest**

A. Charges for Unresolved Audit Findings

An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the event the Grantee is successful in its appeal, the accrued interest will be eliminated.

B. Interest Earned on Advanced Payments

Grantees must deposit advances or State grants and State Aid payments in interest bearing accounts.

In accordance with the Terms and Conditions of the award, interest earned on advanced payments shall be reported.

IX. **Other Grant Provisions**

A. It is the Department's understanding that the Grantee's fiscal year ends on __12/31____________. Any changes in the fiscal year must be reported immediately to the Department.

B. Other Terms and Conditions: I. Payment & Matching Funds; II. Approved Project; Eligible Costs; Conditions.
Please attach the Budget submitted with your approved Application. **In the space below, indicate any revisions that are necessary to carry out your program, based on the actual amount awarded.** Attach supporting detail forms as required. These revisions are subject to approval. Please note the approved budget represents the financial plan to carry out your program, and forms the basis for the financial monitoring of this grant.

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<tr>
<th>Budget Categories</th>
<th>State</th>
<th>Non-State match (25%)</th>
<th>Non-State Other</th>
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<td>Sub-total Marketing Expense:</td>
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REPORTING REQUIREMENTS

REPORTING REQUIREMENTS – COOPERATIVE MARKETING PROGRAM

Please note that Final reports are due within 45 days following the end of the grant period. All funds will not be disbursed until all reports have been received and approved.

I. Interim Report – a Programmatic report is required, to include a narrative on the progress of the project, including a record of money spent to date and expectation of remaining spending to complete the project.

II. Final Narrative Programmatic Report. The following items must be addressed in the reports submitted. Provide a summary to include:

A. Provide information on Return on Investment such as increased attendance, web hits, economic impact, etc.
B. Provide copies of collateral material and/or ads created with grant money
C. Provide proof of fulfillment of opportunities/benefits to the state as outlined in proposal, i.e. logo on collateral and ads, brochure distribution, logo on website, etc.
D. Indicate how objectives were achieved
E. Indicate project success that occurred

II. Final Financial Report. Use the attached form to indicate the Approved Budget vs. Actual Costs. Please have supporting documentation available upon request.

A. Provide a final actual budget showing the grant plus the match
   1. Indicate the origin of the match. ATTACH PROOF (e.g., cancelled check);
   2. Show eligible expenses on which the grant plus match were spent;
   3. Attach receipts of expenditures for grant plus eligible match.
Program Specifications

Cooperative Marketing grant requirements, including: the grantee will place the Division's logo and mandatory statement, "Supported in part by a grant from the New Jersey Department of State, Division of Travel and Tourism," on collateral material, including the grantee's website after presenting to the Division for approval. The grantee will submit to the Division of Travel and Tourism, in writing, any proposed changes to the awarded marketing program for the Division's approval.

A final report is due from the grantee 45 days after the grant conclusion date, including an actual budget showing the grant plus the match spent on eligible expenses, receipts, samples of collateral material and return on investment information, as well as proof the organization has fulfilled the promotional opportunities to the Division of Travel and Tourism.

ANY SPECIAL CONDITIONS OR PROGRAM REVISIONS ARE NOTED BELOW:

Conditions
Program Revisions
OTHER TERMS & CONDITIONS

Page 1 of 3

Other Terms and Conditions

NJ DEPARTMENT OF STATE/DIVISION OF TRAVEL AND TOURISM

COOPERATIVE MARKETING GRANT PROGRAM

The following items are hereby annexed to and included with the Terms and Conditions contained in the Grant Agreement for this award.

WHEREAS, the Cooperative Marketing Grant Program is a collaboration between the Department of State/Division of Travel and Tourism and the New Jersey Travel Industry to promote New Jersey as a premier travel destination.

WHEREAS, these Program Specifications establish mandatory requirements for the award of Cooperative Marketing Grant funds.

WHEREAS, Jersey City is organized under the law of the State of New Jersey, which operates the organization located in New Jersey having applied for funding under the Cooperative Marketing Grant Program.

NOW THEREFORE, in addition to the general terms and conditions previously set forth in this Agreement, and for the purposes set forth above, the parties agree as follows:

SECTION I. Payment and Matching Funds

A. Statutory Requirements. The funds awarded pursuant to this Agreement shall be distributed by the Department only to the extent that an amount equal to 25% of the State funds are expended from funds raised by the Department of State/Division of Travel & Tourism, pursuant to subsection j. of section 9 of P.L. 1977, c. 225 (C.34:1A-53), through contributions from private tourism industry concerns and non-State public entities as determined by the Director of the Division of Budget and Accounting.

B. Payment and Limitation. Pursuant to and in accordance with the provisions of the Act and this Agreement, the Department shall provide to the Grantee an award from State funds. Payment of this award is conditioned upon payment by the Grantee of the matching funds required pursuant to Paragraph G of this Section. The Award Amount shall not be increased at any time for any reason and shall be decreased in proportion to the matching funds actually spent. The Grantee shall return with interest at any funds received that are in excess of this limitation.

C. Matching Fund Amount. The Grantee agrees to contribute matching funds in an amount equal to or greater than 25% of amount awarded by the Department for the project. The Grantee shall provide qualified matching funds for the amount identified in the Budget, Attachment B.

D. Source of Qualified Matching Funds. The Grantee represents, warrants and certifies that its payment of matching funds is from a source or sources other than the State of New Jersey or any State department, agency, board, commission or authority or other instrumentality of the State of New Jersey. The Matching funds shall be contributed in cash. In-kind contributions of services, labor and materials shall not qualify as matching funds. A cash match that comes from private tourism industry sources or non-State public entities is required. The Grantee represents, warrants and certifies that Attachment B, the Approved Budget is a true and accurate statement of the source(s) of matching funds.

E. Commitments Qualifying as Cash in Hand. The Grantee may show the existence of a cash contribution by demonstrating a firm commitment from any third party source contributing funds to the Grantee which are dedicated to the Grantee to satisfy the matching fund requirements hereunder. Any such commitment shall be
documented to the satisfaction of the Department. Commitment letters from banks, local government agencies, or private sources must include the amount pledged and any conditions or limitations imposed. Tentative sources of cash matches, such as proposed fund-raising campaigns, are not acceptable.

F. Support Documentation for Match Requirement. The Grantee shall obtain supporting documents for all sources of matching funds. (Examples are letters from banks to verify loans and terms, letters of commitment from volunteers or donors, other grant or loan program commitments, government body resolutions, etc.) The Grantee shall provide, upon request of the Department, documentation that the required matching funds are held by, or under the control of, the Grantee.

G. Delivery of Matching Funds. In accord with Section XII of this Agreement, the Grantee shall demonstrate meeting the matching funds requirement as follows:

A. Certification as to Availability of Matching Funds. The Grantee hereby represents, warrants and certifies that it has cash on hand in the required amount set forth in Section I Paragraph B. The Grantee further certifies that acceptance of Commission funds warrants that the proportional matching funds are immediately available to be used with the State funds, for payment of the eligible costs and expenses of the Grant Project.

B. Proportional Expenditure of Funds. Matching fund contributions shall be expended for the expenses and purposes authorized under this Agreement at the same rate, and in proportion to, the Grantee’s expenditure of the State’s share awarded under this Agreement.

SECTION II. Approved Cooperative Marketing Grant Project; Eligible Costs; Conditions

A. Approval of Project. This Cooperative Marketing Program Grant is awarded for, and limited to the purposes, described in the Grantee’s Approved Proposal (the “Project”). Funds shall be expended by the Grantee only for purposes listed the Proposal and in the approved Budget. Expenditures are subject to any conditions or limitations of the project approval. The Grantee’s Proposal is on file at the Department and funding awarded pursuant to this Agreement shall be used exclusively for authorized and qualifying expenses (“eligible costs”) of the approved Proposal and the Approved Budget (Attach. B).

B. Use of Division of Travel & Tourism Logo. The Grantee is permitted to use the Department’s logo in public displays of the Project, subject to review and approval by the Department, pursuant to Section XXIV.

C. Approval of Advertising Copy, Press Release. The Grantee shall retain responsibility for the character, diversity, quality and excellence of advertising undertaken as part of the scope of an approved Cooperative Marketing Grant Project, subject to review and approval of the content by the Department in accord with applicable State guidelines. The Grantee shall obtain pre-approval from the Division of Travel and Tourism for all advertising, press releases and collateral materials that contain the logo or name of the Department of State, Division of Travel and Tourism.

D. Ownership and Copyright: Credits. The parties agree and understand that this Cooperative Marketing Grant is intended to promote tourism in the State of New Jersey and therefore, the approved scope of work may include advertising of tourism events or programs in various mediums. The parties agree, that any advertising procured by the Grantee utilizing funds provided pursuant to this Agreement, shall not be deemed a work for hire to the Department of State and the Department shall hold no rights concerning the content thereof. Any print publication or advertising in any medium that is procured by the Grantee as part of the Project shall include an acknowledgment that, pursuant to Section XXIV, funding, in part, was provided by the New Jersey Department of State, Division of Travel & Tourism. Unless other language is expressly authorized by the Department, the acknowledgment shall read as follows: "Supported in part by a Grant from the New Jersey Department of State, Division of Travel and Tourism."

E. Copyright Indemnification. The Grantee shall hold and save harmless the State of New Jersey, the Department of State, and their officers, agents, servants and employees, from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Agreement. The provisions of this Paragraph shall survive expiration or termination of this Agreement.
F. Agreement For Web Link and to Permit Commission to Market Project. The Grantee shall provide web links to the website of the Department of State and the Division of Travel and Tourism for the approved Project. Notwithstanding the foregoing requirement, a decision as to whether or not the link shall be displayed, effected, activated or enabled on the Department’s website shall be within the sole discretion of the Department and in accordance with State guidelines. The Grantee hereby authorizes the Department to publish, advertise, list and include information about the Project in any of the Department’s tourism marketing promotions, in any medium, and in the tourism marketing promotions of any other State agency working with the Department. The foregoing authorization is without limitation and does not require further approval, and shall extend to any use by the Department or State entity directly or indirectly through a contract vendor.

G. Final Report. As specified in Attachment C, in addition to the report of expenditures required pursuant to this Agreement, the Grantee shall submit to the Division of Travel and Tourism a detailed report that outlines the Project and illustrates the measurable results of the Project. The report shall include details on how the results were measured, a copy of any press clippings, photos, radio and television transcripts, video and marketing materials were supported with the Project funding. The report is due within 45 days after conclusion of the Project and contain a certification of the amount of matching funds spent.

H. Cancellation of Project Events. The Grantee shall immediately notify the Division of Travel and Tourism, by telephone and in writing if a Project event or program is cancelled or postponed. The Division shall approve any new date or extension of this Agreement as a modification to the Approved Project. This approval if granted orally by the Division shall be confirmed in writing by the Grantee within seven (7) days. If the Project is not rescheduled, the Grantee shall immediately return all funds advanced by the Department. If the Department fails to receive the repayment of the advanced funding within 15 days of the cancellation, the Grantee shall be deemed in default of this Agreement and no further notice or hearing shall be required prior to the Department pursuing any available remedies.
RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("the City") Department of Health & Human Services will be hosting a conference and training session for local non-profits and government agencies on November 15, 2018; and

WHEREAS, New Jersey City University, with offices located at 2039 Kennedy Boulevard (the "Licensor") is the owner of property located at 200 Hudson Street ("the Property") that the City intends to use for the purposes stated above on November 15, 2018; and

WHEREAS, Licensor agrees to permit the City to enter onto its Property for the purpose of conducting an educational seminar, time for networking, and technological training on social service software; and

WHEREAS, the License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City’s use of Licensor’s Property; and

WHEREAS, the City shall pay a $711.60 deposit, followed by a payment of $2846.40 for a total of $3,558.00, to NJCU in exchange for the use of the Property; and

WHEREAS, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured; and,

WHEREAS, funds are available for this contract in the account:

<table>
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<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
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<tbody>
<tr>
<td>01-201-27-330-307</td>
<td>3139</td>
<td>$3,558.00</td>
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NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor’s Property to perform the activities described in the License Agreement attached hereto;

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
RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE

3. The term of the License Agreement shall be effective for the date of November 15, 2018.

4. The City is authorized to pay NJCU $3,558.000 in exchange for the use of the property.

5. The office of Risk Management is authorized to add NJCU, the State of New Jersey, and the New Jersey Educational Facilities Authority as "additional insureds" party to the City's insurance policies in accordance with the requirements of the License Agreement attached hereto.

I, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this resolution.

Account
01-201-27-330-307

PO # 131139
Total Contract $3,558.00

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

Record of Council Vote on Final Passage

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<th>NAY</th>
<th>N.V.</th>
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N.V. - Not Voting (Abstain)

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

Robert Byrne, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION FACT SHEET - CONTRACT AWARD
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

| RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH NEW JERSEY CITY UNIVERSITY ("NJCU") FOR FACILITY RENTAL AND USAGE |

Project Manager

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<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Director's Office</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Stacey Flanagan</td>
<td>Director, HHS</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 6560</td>
<td><a href="mailto:SFlanagan@jcnj.org">SFlanagan@jcnj.org</a></td>
</tr>
</tbody>
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Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This is a resolution approving an agreement between Jersey City and NJCU allowing the City to use the Harborside Business School for a conference on November 15th, 2018. This resolution directs the City to issue a certificate of insurance for the event and encumbers the funds necessary to pay for the rental and use of their facility.

Cost (Identify all sources and amounts) | Contract term (include all proposed renewals)

| $3558.00 | November 15, 2018 |

Type of award

License/Use Agreement

If "Other Exception", enter type


Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director: [Signature] Date: 10/25/18
INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered into on this ___ of ____ 2018, by the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as “City”) and New Jersey City University (hereafter referred to as “NJCU”) 2039 John F. Kennedy Blvd., Jersey City, NJ 07305; and,

WHEREAS, the City Department of Health & Human Services (“HHS”) is planning to host a conference at NJCU on November 15, 2018; and

WHEREAS, NJCU will permit the City to use its facilities provided the City provides indemnification and issues a certificate of insurance which lists NJCU as an additional insured; and

WHEREAS, the City will use NJCU for a conference on November 15, 2018;

NOW, THEREFORE, in consideration of NJCU’s agreement to permit the City to use its facilities, the City hereby agrees as follows:

1) The City agrees to assume any and all risk of loss or damage of any kind whatsoever caused by the City’s sole negligence to property or injury to or death including wrongful death of persons arising out of or in connection with the City’s use of NJCU. The City further agrees to indemnify and hold harmless NJCU, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney’s fees and costs of suit. If so directed, the City shall, at no cost or expense to LSP, defend against such claims.

2) Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

3) The term of this Agreement is one year commencing on its execution date.

ATTEST: 

City of Jersey City

By: ___________________________ 

By: ___________________________ 

Brian Platt, Business Administrator
# INVOICE

**Company/Organization:** The City of New Jersey, Department of Health & Human Services  
**Event Name:** Using Health Data for a Healthier JC  
**Event Date/Time:** November 15, 2018; 7:30 AM-4:30 PM

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<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
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<tr>
<td>a. NJCU School of Business, Lecture Hall 202 (7:30 AM-4:30 PM)</td>
<td>$2,300.00</td>
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<tr>
<td>b. NJCU School of Business, Classroom 201B (7:30 AM - 4:30 PM)</td>
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<tr>
<td>c. NJCU School of Business, Computer Lab 105 (10:30 AM-12:30 PM)</td>
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<td>b. Public Safety</td>
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<td>c. Event Services Event Assistant</td>
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<td>b. Equipment</td>
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**Special Notes/Instructions**  
Catering and/or table and linens can be ordered directly through Gourmet Dining - [http://njcudining.com/](http://njcudining.com/) or contact 201-200-2113

**Non-Profit Discount (10%)** $230.00

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A 20% deposit is due upon signing of the license agreement with the remaining balance due 14-days prior to the event start date. NJCU accepted payment in the form of business or certified check, money order made payable to "New Jersey City University".

Questions? Please contact NJCU Event Services Department, Kristen Stewart, at 201-200-3352 or kstewart2@njcu.edu

Thank you for your business!
Facility Rental Agreement & Terms & Conditions

This facility rental/usage Agreement ("Agreement") is entered into as of October 17, 2018 between, The City of New Jersey, Department of Health & Human Services, ("LICENSEE") having offices at Dr MLK Jr City Hall Annex, 1 Jackson Square, New Jersey, NJ 07305, and New Jersey City University ("NJCU"), a public institution of higher education of the State of New Jersey, having offices at 2039 Kennedy Boulevard, Jersey City, New Jersey, for use by LICENSEE of designated space or facilities owned by NJCU.

SPACE USE

LICENSEE agrees to rent ("SPACE") from University as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Space</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 15, 2018</td>
<td>7:30 AM-4:30 PM</td>
<td>NJCU School of Business, Lecture Hall (202)</td>
<td>Event</td>
</tr>
<tr>
<td>November 15, 2018</td>
<td>7:30 AM-4:30 PM</td>
<td>NJCU School of Business, Classroom 201B</td>
<td>Event</td>
</tr>
<tr>
<td>November 15, 2018</td>
<td>10:30 AM-12:30 PM</td>
<td>NJCU School of Business, Computer Lab 105</td>
<td>Event</td>
</tr>
</tbody>
</table>

In doing so, LICENSEE agrees to the following terms and conditions:

USAGE FEE AND PAYMENT

LICENSEE agrees to pay $3,558.00 to NJCU, a non-refundable 20% deposit in the amount of $711.60 upon receipt of signed agreement and the remaining balance of $2,846.40 no later than November 1, 2018. A damage deposit may be requested at the discretion of NJCU. Payments of the Usage Fee shall be made by business or certified check made payable to New Jersey City University and delivered or mailed to Kristen Stewart, Director of Event Services, at Office of University Advancement, New Jersey City University, Hepburn Hall - 321, Jersey City, New Jersey, 07305.

INSURANCE AND INDEMNIFICATION

LICENSEE shall indemnify and defend NJCU, its officers, employees and agents from any and all claims, contests, disputes, complaints, or causes of action arising from the operation of this Agreement. LICENSEE shall secure and maintain in force for the term of the Agreement, insurance coverage provided herein. All insurance coverage is subject to the approval of NJCU and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. LICENSEE shall provide NJCU with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to University. All insurance required herein shall contain a waiver of subrogation in favor of NJCU. All insurance required herein, except Workers' Compensation, shall name LICENSEE, NJCU, the State of New Jersey, and the New Jersey Educational Facilities Authority, as additional insureds.

Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of LICENSEE, its officers, employees, agents, volunteers, and subcontractors shall also be included should the events or activities require the attendance of a practitioner of the medical arts. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001.
form without the approval of the NJCU. The minimum limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, one million dollars ($1,000,000) product/ completed operations aggregate. A “per location endorsement” shall be included, so that the general aggregate limit applies separately to the location that is the subject of this contract. Comprehensive Automobile Liability covering owned, non-owned, and hire vehicles shall be in force. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of LICENSEE and any subcontractor who will be engaged in the performance of this Agreement. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence, one million dollars ($1,000,000) disease, each employer, and one million dollars ($1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under umbrella insurance and the umbrella limit exceeds the above employer's liability limit requirements.

LICENSEE shall require all subcontractors, agents and franchisee to comply with all of the insurance requirements described above. LICENSEE shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor, agent and franchisee prior to their beginning work at NJCU. LICENSEE shall provide copies of all subcontractor, agents and franchisee certificates of insurance to NJCU upon request.

ASSIGNMENT AND SUBLETTING

LICENSEE does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without written consent of NJCU.

DEFAULT

If LICENSEE fails to pay any fee or other sum required to be paid by LICENSEE when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to University, whether at law or in equity, NJCU may immediately terminate this Agreement and all rights of LICENSEE.

FORCE MAJEURE

If NJCU is unable to give possession of the Space on the date specified within the Agreement by reason of "force majeure," NJCU shall not be subject to liability for failure to give possession. Under such circumstances, LICENSEE shall be entitled to a return of all payments and deposits. For purposes of this Agreement, the term “force majeure” shall mean fire, earthquake, flood, heavy rain/thunderstorms, strikes of lightening, Act of God, or other labor disturbances, riots, or civil commotions, litigation, war or other act of foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of NJCU.

INTERPRETATION

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of New Jersey, the courts of which state shall have jurisdiction over its subject matter.
RELATIONSHIP

Neither LICENSEE nor any personnel of LICENSEE will for any purpose be considered employees or agents of NJCU. LICENSEE assumes full responsibility for the actions of LICENSEE’S personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker’s compensation and disability benefits.

FACILITY/SPACE USAGE

LICENSEE agrees:

To maintain the Space in as good order and condition as it was prior to LICENSEE’S use and will be held responsible for any damages to the Space or facility or loss or replacement of any equipment that is damaged and lost that may be incurred as a result of activity/usage of Space.

Not to use or allow the Space to be used for any unlawful purpose. Additionally, boisterous or nuisance persons may be requested to leave premises by NJCU.

Use of Space will be used only for activities for which they have been designated.

It shall not make any statements, written, oral, or otherwise, including promotional materials related to Space that could cause confusion as to the entity sponsoring the event occurring within the Space. Furthermore, agrees NJCU name and/or logo may not be used to advertise an event unrelated to university business and is only permitted to be used as specific venue as the location of the event on invitation and/or promotional materials.

Smoking is prohibited in NJCU facilities.

Parking on NJCU campus is subject to university regulations and availability, and charges will be at the expense of LICENSEE unless noted otherwise.

Not to affix décor or signage to NJCU property with nails, screws, or staple guns and agrees to remove all décor, signage directly following event. Moreover, candles/open flames are prohibited in NJCU facilities.

All catering services are provided through Gourmet Dining, NJCU’s food service provider, unless NJCU provides written consent otherwise. Catering may be arranged directly with Gourmet Dining. (see http://www.gourmetdiningllc.com/campus/njcu/)

To obtain a Social Affair Permit from the State of New Jersey if alcohol will be served. (see http://www.nj.gov/oag/abc/downloads/social_affair_permit.pdf)

TERMINATION

This Agreement may be terminated for cause by NJCU for any breach of the Agreement provided that NJCU provides written notice to User of the breach and allows five days from the date of the notice for the breach to be cured. The Agreement may be terminated by either Party on written notice of thirty days. In the event of termination of the Agreement upon written notice, the Agreement shall be deemed terminated as of the date of the end of the notice period and any remaining payments to NJCU shall be prorated to the date of the termination of the Agreement. In all other cases the Agreement shall terminate at the end of the Term as specified Space Use of this Agreement.
JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey and any action shall be brought in the courts of the State of New Jersey. Any claims against NJCU, its officers, employees, or agents shall be subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liabilities Act.

LICENSEE CONTACT INFORMATION

Name: Stacey L Flanagan
Company/Organization: The City of Jersey City, Department of Health & Human Services
Address: Dr MLK Jr City Hall Annex, 1 Jackson Square, Jersey City, NJ 07305
Telephone: 201-577-2340
Email: sfanagan@jcnj.org

In signing, I agree to the terms of this Agreement:

Signature of LICENSEE: [signature] Date: 10/25/16
RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT
CLAYTON DABNEY V. CITY OF JERSEY CITY

COUNCIL

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

WHEREAS, Clayton Dabney ("plaintiff") having filed suit against the City of Jersey City, in the Superior Court of New Jersey, Docket No.: HUD-L-2463-18; and

WHEREAS, the plaintiff was employed by the Jersey City Incinerator Authority ("JCIA") from April 5, 1982, until his retirement on October 1, 2015; and

WHEREAS, the terms of plaintiff’s employment with the JCIA included compensation for unused his unused vacation time, sick time, personal days, snow time and severance pay; and

WHEREAS, October 14, 2015, the City dissolved the JCIA by Ordinance 15.104 and assumed responsibility for the payment of any and all debts and obligations of the JCIA; and

WHEREAS, plaintiff has accrued unused compensatory time totaling $167,552.10, which consists of his unused vacation time, sick time, personal days, snow time and severance pay, that he is entitled to pursuant to the terms of his employment with the JCIA; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of $167,552.10; and

WHEREAS, the settlement shall be paid in two equal installments of $83,776.10, with the first payment due within 60 days of the date of the settlement agreement and the second payment due on or before January 31, 2019; and

WHEREAS, plaintiff has agreed to this settlement and has signed a settlement agreement resolving all claims related to this litigation and agreeing to dismiss this lawsuit with prejudice; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.
RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT
CLAYTON DABNEY V. CITY OF JERSEY CITY

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

1. The Corporation Counsel is authorized to settle this lawsuit for $167,552.10.

2. The Jersey City Insurance Fund Commission is authorized to issue two checks for $83,776.10. The first check must be issued no later than 60 days of the date of the agreement. The second check must be issued on or before January 31, 2019.

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 SETTLEMENT OF THE LAWSUIT OF CLAYTON DABNEY V. CITY OF JERSEY CITY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law Department</th>
<th>Law Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter J. Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4667</td>
<td><a href="mailto:pbaker@jcnj.org">pbaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose
To settle the above-referenced lawsuit for $167,552.10, which is the value of Plaintiff Clayton Dabney’s severance pay, as well as his unused vacation time, sick time, personal days, snow time and severance pay accumulated during his employment with the Jersey City Incinerator Authority. The settlement will be paid in two disbursements of $83,776.10. The first payment is due within 60 days of the settlement agreement. The second payment is due on or before January 31, 2019.

I certify that all the facts presented herein are accurate

Signature of Department Director 10/30/18
Date
EMPLOYEE SEPARATION - FINANCIAL WORKSHEET

EMPLOYEE NAME: Clayton Dabney  LAST DAY WORKED: 07/01/2016
ANNUAL SALARY: $65,057.00 WEEKLY $2021.09 DAILY $404.71 HOURLY $53.89

RENUMERATION

VACATION DUE

\[
\frac{675 \times 53.89}{\text{Hrs of Vacation}} = 36,875.75
\]

SICK TIME (only in case of retirement)

\[
\frac{1825.75 \times 53.89 \times 0.8}{\text{Hrs of Sickness}} = 74,711.74
\]

TIME WITHHELD (Salary at time of hire)

\[
\frac{32 \times 0.81}{\text{Hrs of Time}} = 25.92
\]

PERSONAL DAYS DUE

\[
\frac{22.50 \times 53.89}{\text{Hrs of Personal Days}} = 1,212.52
\]

SEVERANCE PAY DUE

\[
\frac{742.50 \times 53.89}{\text{Hrs of Severance Pay}} = 40,013.31
\]

SUB TOTAL $ 156,594.05

DEDUCTIONS

OUTSTANDING LOANS

\[ \] $

UNRETURNED EQUIPMENT

\[ \] $

(Signature and Title)  Date  

(Signature and Title)  Date  

(Signature and Title)  Date  

(Signature and Title)  Original Signature Only  

\[ \]
EMPLOYEE SEPARATION - FINANCIAL WORKSHEET

EMPLOYEE NAME: Clayton Dabney
LAST DAY WORKED: 07/01/2015
ANNUAL SALARY: $100,972.00 WEEKLY 2021.09 DAILY 404.71 HOURLY $50.99

RENUMERATION

SNOW EMERGENCY COMP TIME

\[
\text{\# of Hours} \times \text{\$53.89} = \text{\$11,047.45}
\]

SICK TIME (only in case of retirement)

\[
\text{\# of Hours} \times \text{\$} \times (50\%) = \text{\$}
\]

TIME WITHHELD (Salary at time of hire)

\[
\text{\# of Hours} \times \text{\$} = \text{\$}
\]

PERSONAL DAYS DUE

\[
\text{\# of Hours} \times \text{\$} = \text{\$}
\]

SEVERANCE PAY DUE

\[
\text{\# of Hours} \times \text{\$} = \text{\$}
\]

GRAND TOTAL $167,689.40

DEDUCTIONS

OUTSTANDING LOANS

$ \\

UNRETURNED EQUIPMENT

$ \\

(Signature/Title) Date

(Signature/Title) Date

(Signature/Title) Date

Original Signature Only
SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is by and between: (1) Clayton Dabney ("Dabney"); and (2) the City of Jersey ("Jersey City"). Dabney and Jersey City will sometimes collectively be referred to herein as "the Parties."

WHEREAS, Dabney filed a lawsuit against Jersey City, in Hudson County Superior Court bearing Docket No. HUD-L-2463-18 ("Complaint"); and

WHEREAS, the Parties now mutually desire to resolve all of their disputes;

NOW THEREFORE, in consideration of the foregoing and of the promises and mutual covenants herein contained, the Parties agree as follows:

1. SETTLEMENT PAYMENT

In consideration for Dabney’s agreement to all of the terms, conditions and promises in this Agreement, Jersey City shall issue two (2) checks payable to "Clayton Dabney" as follows: (1) within sixty (60) days from the date of this Agreement, Jersey City will issue the a check in the amount of $83,776.05 representing the first half of the total settlement amount; and (2) on or before January 31, 2019, Jersey City will issue the a check in the amount of $83,776.05 representing the second half of the total settlement amount (collectively the "Settlement Payment"). The Settlement Payment (i.e., both payments as set forth above) represent full and complete satisfaction of all of Dabney’s claims, including any claims for attorneys’ fees, costs, and other legal expenses. Each payment shall be reported as income on IRS Form 1099 for the calendar year in which the payment was made. The two (2) checks comprising the Settlement Payment will be delivered to Dabney’s attorney at the following address: Raff & Masone, P.A., 1081 Avenue C, Bayonne, New Jersey 07002.

2. TAX LIABILITY
Dabney agrees that he shall be liable for the payment of all federal, state and local taxes which may be due as the result of the consideration received in the Settlement Payment described above, and that such Settlement Payment is made for the settlement of disputed claims as set forth herein. Dabney agrees that he shall pay such taxes at the time and in the amount required by law. In addition, Dabney agrees fully to defend, indemnify and hold Jersey City harmless from any liability for payment of these taxes and/or any penalties, withholding obligations and interest that are required of him by any government agency as the result of the Settlement Payment.

3. **DISMISSAL OF CASE**

Dabney agrees that upon execution of this Agreement, he shall take all steps to facilitate the dismissal with prejudice of the Complaint bearing Docket No. HUD-L-2463-18. Dabney represents that, other than the Complaint, he is not a party in any pending administrative charge, lawsuit, civil action, collective action, class action, or claim of any kind against Jersey City, including Jersey City or any of its agencies, subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, or successors.

4. **SUFFICIENCY OF CONSIDERATION**

Dabney acknowledges and agrees that the consideration provided by Jersey City to him pursuant to this Agreement constitutes good and valuable consideration for the general release and the other promises and terms in this Agreement. Dabney understands and agrees that he is not eligible for or entitled to any other benefit or consideration from Jersey City, except as provided in this Agreement.

5. **GENERAL RELEASE**

In exchange for the Settlement Payment set forth above in Paragraph 1, Dabney agrees, intending to be legally bound, to the maximum extent permitted by law, to release and forever discharge Jersey City, including its agencies, subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, or predecessors or successors (collectively, the "Released Parties") individually and
collectively, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "Released Claims"), which Dabney, his heirs, agents, attorneys, administrators or executors may have against Jersey City or any of the other Released Parties. The Release Parties specifically includes the Jersey City Incinerator Authority ("JCIA").

6. PROMISE NOT TO APPLY FOR WORK WITH JERSEY CITY

In addition to the waiver of the Released Claims by Dabney set forth in Paragraph 5 above, Dabney agrees not to apply for employment with Jersey City or any of its agencies, subsidiaries, affiliates, divisions or departments at any time in the future.

7. COVENANT NOT TO SUE

Dabney agrees not to file or initiate a lawsuit in any court, initiate any grievance or arbitration proceeding, or opt into any collective action or class action, asserting any of the Released Claims against any of the Released Parties.

8. NO FAIR LABOR STANDARDS ACT CLAIM

Dabney represents that he is not aware of any facts that would support a claim against any of the Released Parties for unpaid overtime or any other alleged violation of the Fair Labor Standards Act or comparable state or local law.

9. NON-DISPARAGEMENT

Dabney agrees that he will not make any negative comments or disparaging remarks, in writing, orally or electronically, about Jersey City, including any of the Released Parties. However, nothing in this Agreement shall be interpreted to restrict his right and obligation: (i) to testify truthfully in any forum; (ii) to cooperate fully and provide information as requested in any investigation by a governmental agency or commission or as required by law; or (iii) to exercise his First Amendment rights to participate in public discourse about public issues that are
unrelated to his employment with the JCIA or the facts of the Complaint.

10. **NO ADMISSION OF WRONGDOING**

The Parties acknowledge that this Agreement does not constitute an admission by the JCIA, Jersey City or any of the Released Parties of any of the matters alleged in the Complaint or of any violation by them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by the JCIA, Jersey City or the Released Parties. This Agreement may be introduced, however, in any proceeding to enforce this Agreement.

11. **GOVERNING LAW**

This Agreement shall be governed by and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of law jurisprudence.

12. **COUNTERPARTS**

This Agreement may be executed, by the Parties or their attorneys, in counterparts and each counterpart will be deemed an original.

13. **UNDERSTANDING OF AGREEMENT BY DABNEY**

Dabney agrees and represents that:

- he has read carefully the terms of this Agreement, including the General Release;
- he has had an opportunity to and has been encouraged to review this Agreement, including the General Release, with an attorney;
- he understands the meaning and effect of the terms of this Agreement, including the General Release;
- his decision to sign this Agreement, including the General Release, is of his own free and voluntary act without compulsion of any kind;
- he has been made no promise or inducement, other than those contained in this Settlement Agreement; and
o he has adequate information to make a knowing and voluntary decision to enter into this Settlement Agreement.

14. **SEVERABILITY**

Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

15. **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Dabney acknowledges that he has not relied on any representations, promises or agreements of any kind made to him in connection with the decision to accept the terms of this Agreement, except for the representations, promises and agreements herein. Any modification to this Agreement must be in writing and signed by Dabney and the Business Administrator and/or Corporation Counsel.

**IN WITNESS WHEREOF,** the Parties knowingly and voluntarily executed this Settlement Agreement and General Release as of the date set forth below.

FOR DABNEY:

CLAYTON DABNEY

Dated: 10/5/2018

FOR JERSEY CITY:

WITNESS:

Walter H. Schneider, Jr., Esq.

Print Name: Walter H. Schneider, Jr., Esq.

Dated: 10/5/18
BRIAN PLATT
Business Administrator

Dated:_______________
Resolution of the City of Jersey City, N.J.

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF THE USA SWIMMING FOUNDATION LOCAL PARTNERS PROGRAM GRANT AWARD FOR THE JERSEY CITY DEPARTMENT OF RECREATION

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

WHEREAS, the City of Jersey City Department of Recreation would like to accept the USA Swimming Foundation "Make A Splash" Local Partner grant to teach children how to swim, and

WHEREAS, the USA Swimming Foundation "Make A Splash" grant award would provide 900 children with swim instruction; and

WHEREAS, the grant award from the USA Swimming Foundation program will become integrated into the Department of Recreation Learn to Swim curriculum; and

WHEREAS, the Department of Recreation will provide training, risk management counseling, and ongoing supervision of the Department of Recreation aquatic staff; and

WHEREAS, the program will be conducted as part of the Department of Recreation lesson program with no less than four (4) hours in-water instruction for each participant; and

WHEREAS, this approved grant is for the period through December 15, 2018 in the amount of $4,824; and

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

1. The Office of Management and Budget is authorized to establish an account in the amount of $4,824 for the USA Swimming Foundation "Make A Splash" grant.

2. The Mayor and/or Business Administrator is authorized to accept the grant award for the City of Jersey City Department of Recreation's "Make A Splash" program in the amount of $4,824.

3. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the USA Swimming Foundation "Make A Splash" grant, including the administrative compliance and audit.
CONTINUATION OF RESOLUTION

Res. 18-974

APPROVED:

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
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<td>PRINZ-AREY</td>
<td></td>
<td>✓</td>
<td></td>
<td>BOGGIANO</td>
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<td>✓</td>
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<tr>
<td>PRINZ-AREY</td>
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<td>✓</td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>RIVERA</td>
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<td>BOGGIANO</td>
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<td>WATTERMAN</td>
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<td>LAVARRO, PRES.</td>
<td></td>
<td>✓</td>
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</tbody>
</table>

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

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

AugUSTO R. LAVARRO, JR., President of Council
Robert Byrne, City Clerk

Robert Bryne, City Clerk
RESOLUTION FACT SHEET - NON CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF RECREATION TO ACCEPT THE GRANT FROM THE USA SWIMMING FOUNDATION PARTNER PROGRAM IN THE AMOUNT OF $4,824.

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Department of Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Arthur Williams</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4537</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:ajwilliams@jcnj.org">ajwilliams@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The purpose of this resolution is to accept the award of $4,824 from the USA Swimming Foundation to support the department’s efforts to expand its water safety and instruction program. To provide approximately 900 children swimming lessons and awareness about water safety measures through December 15, 2018.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
Resolution of the City of Jersey City, N.J.

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

WHEREAS, the State of New Jersey, Department of Military and Veterans Affairs ("DMVA") is the owner of the National Guard Armory located at 678 Montgomery Street, Jersey City, New Jersey ("Armory"); and

WHEREAS, the City of Jersey City ("City") desires to use the Armory to provide structured recreational programs and activities for the benefit of the children and adults of Jersey City; and

WHEREAS, the DMVA agrees to permit the City to use the Armory for the period effective as of November 24, 2018 through March 8, 2019 provided the City pays a total user fee of $104,714.00; and

WHEREAS, for the period of November 24, 2018 through December 28, 2018 the user fee will be approximately $32,045.50 which is available in account 18-10-201-28-370-304; and

WHEREAS, for the period of January 2, 2018 through March 8, 2019 the user fee will be approximately $72,668.50; and

WHEREAS, the Armory will enable the Department of Recreation to accommodate approximately 500 children per night for various recreational programs; and

WHEREAS, the City desires to execute a memorandum of understanding with DMVA authorizing the City to use the Armory; and

WHEREAS, the City is authorized to execute a memorandum of understanding with another public body pursuant to N.J.S.A. 40A:11-6(2) of the Local Public Contracts Law;

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 Memorandum of Understanding attached hereto; and

2. 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 fiscal year budget shall be subject to the appropriation of funds in the 2019 fiscal year budget.

3. I, Donna Mauer, Chief Financial Officer, certify that funds in the amount of $32,045.50 are available in Account No. 18-10-201-28-370-304.
Continuation of Resolution
Res. 18-975

City Clerk File No. 10.P  NOV 07 2018
Agenda No. 10.P  NOV 07 2018

TITLE:

APPROVED: □
APPROVED TO LEGAL FORM
Corporation Counsel

Certification Required □
Not Required □

APPROVED 8-0

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>PRINZAREY</td>
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<td>BOGSIANO</td>
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<td>LAVARRO, PRES.</td>
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✓ Indicates Vote
N.V.-Not Voting (Abstain)

Record of Council Vote on Final Passage 11.7.18

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

Rodrigo 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 EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Department of Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Arthur Williams</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-4537</td>
</tr>
</tbody>
</table>

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

Resolution Purpose

To provide structured recreational programs and activities for the benefit of the children and adults of Jersey City. These activities comprise of such programs as football programs, boxing programs, tennis programs, and various indoor recreational activities for youth and seniors.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date

[Signatures]
Date of Use Agreement: Tuesday September 26, 2017

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

City of Jersey City/Department of Recreation
Caven Point Complex-1 Chapel Avenue
Jersey City, NJ 07305

Robert J. Kakoleski, Business Administrator
Kevin Williamson, Director Dept of Recreation
(201) 547-4537

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:
   National Guard Armory: 678 Montgomery Street
   Jersey City, NJ 07305-3395
   Dates: Saturday, November 18, 2017 - Thursday, March 08, 2018 (See Anticipated Use Schedule 9 Jan 2018)
   Time: Various - (See Anticipated Use Schedule dated 9 Jan 2018)
   Purpose: Recreation Activities and 8 Special Events
   Space Used: Drill floor
   Seating Areas Drill Floor Level
   Restrooms: All on the drill floor level and on the Summit Avenue side of the building
   Locker room during special events only
   Control room during special events only
   Seating Areas – second level during special events only
   Restrooms on the second level – Jordan Avenue side of the building during special events only

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:
   Application Fee: $75.00
   Total Fees: $116,018.50
   Balance Due: $78,096.50
   Use Fee: $94,300.00
   Payments Received: $37,922.00
   Estimated Armorer Fee: $21,643.50

   The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated Armorer fee is not sufficient to cover the required custodial services.

   User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be: Charles Parsons
   Telephone (201) 433-0619
   Cell: (201) 206-6366

   Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans Affairs and its employees as an additional insured.
   Insurance: $1,000,000 Bodily Injury
   $1,000,000 Property Damage

NOTE: Memorandum of Understanding is incorporated into this Use Agreement.
SUBJECT: Use of Jersey City Armory

TO: City of Jersey City/Department of Recreation

1. Attached is use agreement number 18180 in triplicate, covering the following:

   Date(s): 11/18/2017 - 3/8/2018
   Purpose: Meeting

   Application Fee $75.00
   Armorer Fee $21,643.50
   Use Fee $94,300.00

   Total Fees $116,018.50

2. The User assumes full and complete responsibility for the safety of the public during any occupancy, and must obtain (if applicable) an insurance policy to support their use. The proof/certificate of insurance must cover all injuries and property damage that may be sustained by any person occupying the premises as a result of said use agreement.

3. Insurance policies/certificates must include the following statement, "THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND ITS EMPLOYEES ARE NAMED AS ADDITIONAL INSURED." Coverage amounts required are as shown on your use agreement and must be provided in advance of use.

4. Payment is required in advance of use and must be remitted by CERTIFIED CHECK, BANK CHECK, CASHIER CHECK, or MONEY ORDER made payable to "TREASURER, STATE OF NEW JERSEY, DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS." No personal checks please and DO NOT SEND CASH.

5. Please sign and return all three (3) copies of the attached agreement along with payment and proof of insurance. Please ensure all three original signature agreements are returned. A fully endorsed copy of the agreement will be returned to you. Documentation must be received by this office at least ten (10) days prior to your use.

6. No use of the facility will be allowed without endorsed agreements, payment and proof of insurance. Other documentation (floor plans, permits and licenses) may be required to support use. Failure to produce the documentation may result in access to the facility being denied.

7. If you have any questions or concerns regarding your use agreement or the requirements to secure use please call us at (609) 530-6906 or (609) 530-6856.

FOR THE ADJUTANT GENERAL:

Office of Real Property
Rental and Leasing Section

3 Enclosures
CF: Chief Armorer
<table>
<thead>
<tr>
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<td>Jan 1, 19</td>
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Closed 10 AM - 3 pm

Closed 3 pm - 8 pm
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TBA - JC Championship, Bill Reid, Ed Grant
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Joe Macchi
**JERSEY CITY ARMY**

Anticipated Use Schedule - CITY OF JERSEY CITY

**UA 18180 R-4**

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<thead>
<tr>
<th>Date of Use</th>
<th>Day of Week</th>
<th>Purpose</th>
<th>Areas of Use</th>
<th>USE TIMES</th>
<th>ARMORER</th>
<th>Required</th>
<th>HOURS</th>
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<td>18-Nov-17</td>
<td>Saturday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>9:00 AM</td>
<td>5:00 PM</td>
<td>8</td>
<td>8:30 AM</td>
</tr>
<tr>
<td>25-Nov-17</td>
<td>Saturday</td>
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<td>Lower Tier</td>
<td>9:00 AM</td>
<td>1:00 PM</td>
<td>4</td>
<td>8:30 AM</td>
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<tr>
<td>26-Nov-17</td>
<td>Sunday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>9:00 AM</td>
<td>12:00 PM</td>
<td>3</td>
<td>8:30 AM</td>
</tr>
<tr>
<td>27-Nov-17</td>
<td>Monday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>3:00 PM</td>
<td>8:00 PM</td>
<td>5</td>
<td>3:00 PM</td>
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<tr>
<td>28-Nov-17</td>
<td>Tuesday</td>
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<td>3:00 PM</td>
<td>8:00 PM</td>
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<td>3:00 PM</td>
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<tr>
<td>29-Nov-17</td>
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<td>30-Nov-17</td>
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<td>1-Dec-17</td>
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<td>5-Dec-17</td>
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<td>7-Dec-17</td>
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<tr>
<td>10-Dec-17</td>
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<td>11-Dec-17</td>
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<td>14-Dec-17</td>
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<td>3:00 PM</td>
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<td>15-Dec-17</td>
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<td>Special Event</td>
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<td>11:00 PM</td>
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<td>3:00 PM</td>
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<td>16-Dec-17</td>
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<td>8:30 AM</td>
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<td>17-Dec-17</td>
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<td>12:00 PM</td>
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<td>18-Dec-17</td>
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<td>20-Dec-17</td>
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<td>3:00 PM</td>
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<td>3:00 PM</td>
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<tr>
<td>21-Dec-17</td>
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<td>3:00 PM</td>
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<tr>
<td>26-Dec-17</td>
<td>Tuesday</td>
<td>Open Recreation</td>
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<td>10:00 AM</td>
<td>3:00 PM</td>
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<tr>
<td>27-Dec-17</td>
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<td>Open Recreation</td>
<td>Lower Tier</td>
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<tr>
<td>28-Dec-17</td>
<td>Thursday</td>
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<td>Lower Tier</td>
<td>10:00 AM</td>
<td>3:00 PM</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>30-Dec-17</td>
<td>Saturday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>9:00 AM</td>
<td>1:00 PM</td>
<td>4</td>
<td>8:30 AM</td>
</tr>
<tr>
<td>31-Dec-17</td>
<td>Sunday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>9:00 AM</td>
<td>12:00 PM</td>
<td>3</td>
<td>8:30 AM</td>
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<tr>
<td>2-Jan-18</td>
<td>Tuesday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>3:00 PM</td>
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</tbody>
</table>
## JERSEY CITY ARMORY
### Anticipated Use Schedule - CITY OF JERSEY CITY
#### UA 18180 R-4

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Activity</th>
<th>Time</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>15-Feb-18</td>
<td>Thursday</td>
<td>Open Recreation</td>
<td>3:00 PM - 8:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>16-Feb-18</td>
<td>SDO FRIDAY</td>
<td>Open Recreation</td>
<td>9:00 AM - 5:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>17-Feb-18</td>
<td>Saturday</td>
<td>Open Recreation</td>
<td>5:00 PM - 11:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>18-Feb-18</td>
<td>Sunday</td>
<td>Open Recreation Lower Tier</td>
<td>9:00 AM - 5:00 PM</td>
<td>4</td>
<td>17,600</td>
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<tr>
<td>20-Feb-18</td>
<td>Tuesday</td>
<td>Open Recreation Lower Tier</td>
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<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>21-Feb-18</td>
<td>Wednesday</td>
<td>Open Recreation Lower Tier</td>
<td>3:00 PM - 9:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>22-Feb-18</td>
<td>Thursday</td>
<td>Open Recreation Lower Tier</td>
<td>3:00 PM - 9:00 PM</td>
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<td>17,600</td>
</tr>
<tr>
<td>23-Feb-18</td>
<td>Friday</td>
<td>Open Recreation Lower Tier</td>
<td>5:00 PM - 11:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>24-Feb-18</td>
<td>Saturday</td>
<td>Special Event</td>
<td>7:00 AM - 11:00 PM</td>
<td>10</td>
<td>5,300</td>
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<tr>
<td>26-Feb-18</td>
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<td>Open Recreation Lower Tier</td>
<td>9:00 AM - 5:00 PM</td>
<td>4</td>
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<tr>
<td>27-Feb-18</td>
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<td>Open Recreation Lower Tier</td>
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<tr>
<td>28-Feb-18</td>
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<td>3:00 PM - 9:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>1-Mar-18</td>
<td>Thursday</td>
<td>Open Recreation Lower Tier</td>
<td>3:00 PM - 9:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>2-Mar-18</td>
<td>SDO FRIDAY</td>
<td>Open Recreation Lower Tier</td>
<td>5:00 PM - 11:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>3-Mar-18</td>
<td>Saturday</td>
<td>Open Recreation Lower Tier</td>
<td>9:00 AM - 11:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
<tr>
<td>4-Mar-18</td>
<td>Sunday</td>
<td>Open Recreation Lower Tier</td>
<td>9:00 AM - 5:00 PM</td>
<td>4</td>
<td>17,600</td>
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<tr>
<td>5-Mar-18</td>
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<td>17,600</td>
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<tr>
<td>6-Mar-18</td>
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</tr>
<tr>
<td>7-Mar-18</td>
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<td>8-Mar-18</td>
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<tr>
<td>17-Mar-18</td>
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<td>17,600</td>
</tr>
<tr>
<td>18-Mar-18</td>
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<td>17,600</td>
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<tr>
<td>31-Mar-18</td>
<td>Saturday</td>
<td>Open Recreation Lower Tier</td>
<td>9:00 AM - 5:00 PM</td>
<td>4</td>
<td>17,600</td>
</tr>
</tbody>
</table>

**Application Fee:** $75.00  
**Use Fee:** $94,300.00  
**Armorer OT:** $21,643.50  
**Total Estimate:** $116,018.50

425.00 Hrs @ $220 per hour + $50 per Lockerroom Use (6 Special Events)  
400.50 Hrs @ $47 per hour

Revised Estimated Costs

UA 18180 R-4 DRAFT  
Page 3 of 3  
As of: 9 Jan 2018
## JERSEY CITY ARMORY
### Anticipated Use Schedule - CITY OF JERSEY CITY

**UA 18180 R-4**

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Activity Type</th>
<th>Tier</th>
<th>Times</th>
<th>Notes</th>
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<tbody>
<tr>
<td>3-Jan-18</td>
<td>Wednesday</td>
<td>Open Recreation</td>
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<tr>
<td>4-Jan-18</td>
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</tr>
<tr>
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</tr>
<tr>
<td>8-Jan-18</td>
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<td>Lower Tier</td>
<td>3:00 PM - 8:00 PM</td>
<td></td>
</tr>
<tr>
<td>9-Jan-18</td>
<td>Tuesday</td>
<td>Special Event</td>
<td>Both Tiers &amp; Lockerroom</td>
<td>11:00 PM - 8:00 PM</td>
<td></td>
</tr>
<tr>
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<td>Wednesday</td>
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<tr>
<td>12-Jan-18</td>
<td>Saturday</td>
<td>Special Event</td>
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<tr>
<td>13-Jan-18</td>
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<tr>
<td>16-Jan-18</td>
<td>Tuesday</td>
<td>Special Event</td>
<td>Both Tiers &amp; Lockerroom</td>
<td>8:00 AM - 11:00 AM</td>
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<td>17-Jan-18</td>
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<td>19-Jan-18</td>
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<td>20-Jan-18</td>
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<td>Open Recreation</td>
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<td>9:00 AM - 1:00 PM</td>
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<tr>
<td>21-Jan-18</td>
<td>Sunday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>9:00 AM - 12:00 PM</td>
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</tr>
<tr>
<td>22-Jan-18</td>
<td>Monday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>9:00 AM - 8:00 PM</td>
<td></td>
</tr>
<tr>
<td>23-Jan-18</td>
<td>Tuesday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>9:00 AM - 8:00 PM</td>
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</tr>
<tr>
<td>24-Jan-18</td>
<td>Wednesday</td>
<td>Open Recreation</td>
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</tr>
<tr>
<td>25-Jan-18</td>
<td>Thursday</td>
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<tr>
<td>26-Jan-18</td>
<td>Friday</td>
<td>Open Recreation</td>
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<tr>
<td>29-Jan-18</td>
<td>Monday</td>
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<tr>
<td>30-Jan-18</td>
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<tr>
<td>31-Jan-18</td>
<td>Wednesday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>3:00 PM - 8:00 PM</td>
<td></td>
</tr>
<tr>
<td>4-Feb-18</td>
<td>Thursday</td>
<td>Special Event</td>
<td>Both Tiers &amp; Lockerroom</td>
<td>11:00 PM - 8:00 PM</td>
<td></td>
</tr>
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<td>5-Feb-18</td>
<td>Friday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>3:00 PM - 9:00 PM</td>
<td></td>
</tr>
<tr>
<td>6-Feb-18</td>
<td>Monday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
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</tr>
<tr>
<td>7-Feb-18</td>
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<td>8-Feb-18</td>
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<td>9-Feb-18</td>
<td>Thursday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>9:00 AM - 11:00 AM</td>
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</tr>
<tr>
<td>11-Feb-18</td>
<td>Saturday</td>
<td>Special Event</td>
<td>Both Tiers &amp; Lockerroom</td>
<td>7:00 AM - 7:00 PM</td>
<td>6:30 AM - 7:30 PM</td>
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<tr>
<td>13-Feb-18</td>
<td>Tuesday</td>
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<td>3:00 PM - 8:00 PM</td>
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</tr>
<tr>
<td>14-Feb-18</td>
<td>Wednesday</td>
<td>Open Recreation</td>
<td>Lower Tier</td>
<td>3:00 PM - 8:00 PM</td>
<td></td>
</tr>
</tbody>
</table>

As of: 9 Jan 2018
17 Board Meeting
21 Martin Luther King, Jr. Day – District Closed
31 End of MP 2
31 Half-Day Session For Students, PD for Teachers

February
5 High School Parent Conference 1:30-3pm, 12:45 Dismissal HS only
6 Elementary School Parent Conference 1:30-3pm, 12:45 Dismissal ES only
7 Middle School Parent Conference 1:30-3pm, 12:45 Dismissal MS only
18 Presidents’ Day – District Closed
19 Board Caucus
21 Board Meeting

March
1 Read Across America Day
4-8 Sneak-A-Peak Week (Elementary Schools)
19 Board Caucus
21 Board Meeting

April
5 End of MP 3
9 Middle School Report Card Night, 6:30-8:00
10 High School Report Card Night, 6:30-8:00
11 Elementary School Report Card Night, 6:30-8:00
11 Board Caucus**
16 Board Meeting**
18 Half-Day Session, 12:45 Dismissal
19 Good Friday – District Closed
22-28 Spring Recess, Schools Closed, Central Office Open
29 Schools Reopen

May
14 Board Caucus
16 Board Meeting
24 Half Day Session for Schools-12:45 Dismissal
27 Memorial Day-District Closed

June
4 Eid-al-Fitr - PD Day for Teachers, No classes for students, CO open
17-19 Contractual Half-Day Sessions if no emergency days needed
18 Board Caucus
20 Board Meeting
20-24 Emergency Days

July
3 Last day for Administrators if 5 flex days used and no emergency days
4 Independence Day-District Closed
11 Last day for Administrators if no flex days used and no emergency days

* Dates listed works best to allow the district to build agenda
** Proposed changes out of respect for religious holidays
Approved Calendar – Jersey City Public Schools 2018-2019

August
20 Administrators return
28* Board Caucus
30* Board Meeting

September
3 Labor Day – District Closed
4 & 5 Staff In-Service PD-No Students
6 First Day of School For Students
12 Elementary Parent Orientation
13 Middle School Parent Orientation
20 High School Parent Orientation
25** Board Caucus
27** Board Meeting
29 "I Love Jersey City Public Schools" Back-to-School Festival (Saturday)

October
8 Columbus Day – District Closed
16 Board Caucus
18 Board Meeting
22-25 NJ School Boards Association Convention

November
6 Election Day – District Closed
7 Diwali-Face-Off Professional Development – No Classes for Students
8-9 NJEA Convention - Schools Closed, CO open
12 Veterans' Day Observed-District Closed
13 Board Caucus
15 End of MP 1
15 Board Meeting
21 Half-Day Session, 12:45 Dismissal
22-23 Thanksgiving Recess-District Closed
27 High School Report Card Night – 6:30-8:00
28 Middle School Report Card Night – 6:30-8:00
29 Elementary School Report Card Night – 6:30-8:00

December
18 Board Caucus
20 Board Meeting
21 Half-Day Session, 12:45 Dismissal
24 Christmas Eve-District Closed
25 Christmas Day – District Closed
26-28 Winter Recess – Schools Closed, Central Office open
31 New Year's Eve – District Closed

January
1 New Year’s Day – District Closed
2 Schools Reopen
8 Reorganization Meeting
15 Board Caucus
Joe Macchi

From: John Nagel  
Sent: Thursday, September 06, 2018 4:08 PM  
To: Joe Macchi  
Subject: FW: JC Armory - Nov. 2018  
Attachments: sept oct nov.docx

More to follow

At leisure send me a Cave Point FB schedule thanks

From: Matthew Hogan  
Sent: Thursday, September 6, 2018 2:30 PM  
To: John Nagel <Nagel@jcnl.org>  
Subject: RE: JC Armory - Nov. 2018

John E. -

Attached is the calendar.  
Check winter info below and we can discuss the rec and jc day/dates.

I would defer to John Nagel to CONFIRM the dates but the proposed and/or corresponding dates are:

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Meet</th>
<th>Start</th>
<th>End</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fri</td>
<td>12/14/18</td>
<td>JC Rec - Leon Bailey Relays</td>
<td>4:00 pm</td>
<td>10:00 pm</td>
<td>track and infield,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>hurdles, HJ, access to full upper deck, bathrooms</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Tues</td>
<td>1/8/19</td>
<td>HCTCA - HC Relays</td>
<td>4:00 pm</td>
<td>8:00 pm</td>
<td>track and infield,</td>
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<tr>
<td></td>
<td></td>
<td>hurdles, HJ, access to full upper deck, bathrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TBA</strong> HCTCA - Jersey City Champs</td>
<td>4:00 pm</td>
<td>8:00 pm</td>
<td>track and infield,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>hurdles, HJ, access to full upper deck, bathrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fri</td>
<td>TBA</td>
<td>JC Rec - Bill Reid Memorial</td>
<td>4:00 pm</td>
<td>10:00 pm</td>
<td>track and infield,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>hurdles, HJ, access to full upper deck, bathrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fri</td>
<td>TBA</td>
<td>JC Rec - Ed Grant Last Chance</td>
<td>4:00 pm</td>
<td>10:00 pm</td>
<td>track and infield,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>hurdles, HJ, access to full upper deck, bathrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Regards,
Matt Hogan, Risk Mgr.

Office of Risk Mgmt.
280 Grove Street - Room 320
Jersey City, NJ 07302
TEL: 201.547.5034
FAX: 201.547.4761
E-MAIL: matthew@jcnl.org

From: Joe Macchi  
Sent: Friday, August 31, 2018 9:06 AM  
To: Matthew Hogan <Matthew@jcnl.org>; John Nagel <Nagel@jcnl.org>; Arthur J. Williams <AJWilliams@jcnl.org>; Samuel Wilson <SWilson@jcnl.org>; Donna Ward <DWARD@jcnl.org>; Jephte Zayas <JZayas@jcnl.org>  
Cc: Arthur J. Williams <AJWilliams@jcnl.org>; Samuel Wilson <SWilson@jcnl.org>; Donna Ward <DWARD@jcnl.org>; Jephte Zayas <JZayas@jcnl.org>  
Subject: JC Armory - Nov. 2018

On behalf of Dr. Arthur Williams/Dept. of Recreation, we are in the process of securing the JC Armory for numerous Recreation Programs & Activities. As you are aware; this facility is home to all public/non-public schools track teams and additional sports.

The tentative schedule: Monday through Friday Nov. 26, 2018 till March 15, 2019; possible additional dates depending on event.

As in previous years; Recreation has partnered w/Hudson County-Jersey City Track Association w/access for your events. Inquiring if you have any of those dates yet? If not no problem.

The annual meeting, TBA, will address all logistics related to track meets and any other issues/concerns.

Appreciate cooperation— be in touch the
As discussed, if you can prepare Reso previous email below dated Sept. 18, 2018 contained 2017 documents.

The following, in my view, would be changes to new Reso:

Paragraph #3 - DMVA permits City use of Armory:
new dates Nov. 24, 2018 through March 8, 2019 total user fees = TBA ? awaiting total amount/ new contract from DMVA

Paragraph #4 — period of Nov. 26 until Dec. 28, 2018 fee will be approx. TBA available in account # (Simuel and/or Donna pls. advise)

Paragraph #5 — period of Jan 2 until March 8, 2019 fee will be TBA/balance of amount from account # (above)

Page 2 - will change dates & total amount-----

Page 3 - Project manager & required signature of Director Arthur Williams.

Should anyone have any questions/concerns or amendments--- pls. advise----
much appreciated--- thx
New Reso is required must include: schedule, cost and other related information.
Pls. review all documents/related information and advise to any changes/suggestions.
If anyone was omitted; pls. forward email.
Appreciate everyone’s cooperation—be in touch thx.
One of the issues discussed @ yesterday's Sept. 17- meeting was the JC Armory/NJDMVA schedule for upcoming Nov. 2018-March 2019 season.
They were numerous documents on file; additionally able to ascertain other paperwork related to schedule/agreement.
Pls. refer to attachments, in no particular order, are the following:
1. Email from John Nagel/Matt Hogan – liaison to High School Track Coaches + responsible for events.
They have scheduled 2 meets so far; I spoke w/Matt this morning- requested until Friday for three remaining dates, (probably Jan/Feb. 2019)
3. Approved Reso from Oct. 2017; will require new document w/dates, costs and related information.
4. Copy of agreement/Revision # 4 w/schedule, fees/cost, and other requirements.
5. Draft schedule – opening date: Monday Nov. 26, 2018 concluding March 8, 2019; pls. note the present schedule does not list any Saturday(s) or Sunday(s) unless special event.
There are three dates from High School + Youth Track events, I spoke w/Andy Kemp he is communicating w/Coach George Chisolm, that are not included – will be added when confirmed/notified.
The daily schedule is – Monday through Friday from 3pm-8pm ; unless indicated.
6. City of JC holiday schedule
7. JC Public Schools calendar
We must submit to Ms. Jill Priar/NJDMVA requested schedule of all dates & times based upon approval; invoice/bill will be sent to Recreation.
New Reso is required must include : schedule, cost and other related information.
Pls. review all documents/related information and advise to any changes/suggestions.
If anyone was omitted; pls. forward email.
Appreciate everyone’s cooperation— be in touch thx
MEMORANDUM

DATE: October 5, 2017
TO: All Department Directors
FROM: Robert J. Kawoleski, Business Administrator
SUBJECT: Holidays - Calendar Year 2018

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>Monday</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr.'s Birthday</td>
<td>Monday</td>
<td>January 15</td>
</tr>
<tr>
<td>Lincoln's Birthday</td>
<td>Monday</td>
<td>February 12</td>
</tr>
<tr>
<td>President's Day</td>
<td>Monday</td>
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</tr>
<tr>
<td>Good Friday</td>
<td>Friday</td>
<td>March 30</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday</td>
<td>May 28</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Wednesday</td>
<td>July 4</td>
</tr>
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<td>Monday</td>
<td>October 8</td>
</tr>
<tr>
<td>Election Day</td>
<td>Tuesday</td>
<td>November 6</td>
</tr>
<tr>
<td>Veterans' Day (OBSERVED)</td>
<td>Monday</td>
<td>November 12*</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thursday</td>
<td>November 22</td>
</tr>
<tr>
<td>Friday after Thanksgiving</td>
<td>Friday</td>
<td>November 23</td>
</tr>
<tr>
<td>Christmas</td>
<td>Tuesday</td>
<td>December 25</td>
</tr>
</tbody>
</table>

As you know, this only applies to employees covered by contracts which specifically grant the days as holidays. Department directors are responsible for seeing that essential services are performed.

cc: Hon. Steven Fulop, Mayor
    Rolando Lavaro, Council President and Members of Municipal Council
    Robert Byrne, City Clerk

*Note: Statutory holidays falling on a Saturday shall be celebrated on the preceding Friday. Statutory holidays falling on a Sunday shall be celebrated on the following Monday.
2ND ANNUAL SPRING SPORTS EXPO

SATURDAY FEB 24TH 2018
9AM-2PM
JERSEY CITY ARMORY
678 MONTGOMERY ST.

CLINICS PROVIDED FOR
BASKETBALL, SOCCER, HOCKEY,
LACROSSE, TENNIS, BOXING,
VOLLEYBALL, FOOTBALL AND MORE

CLINIC SPEAKERS | ORGANIZATIONS
OPEN TO THE PUBLIC
MORE TO BE ANNOUNCED

LET'S BRING THE WARDS TOGETHER TO MAKE A GREAT DAY FOR OUR KIDS AND FAMILIES.
Space is limited first come first serve basis. Please RSVP to ecupo@jcnj.org.

VENDORS WANTED

FOR MORE INFORMATION: CALL 201-547-5003 | EMAIL RECREATION@JCNJ.ORG | VISIT WWW.JCREC.RECDESK.COM

Jersey City NJ
JC_GOV
JerseyCityNJ
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

COUNCIL

OFFERED AND MOVED ADOPTION OF

THE FOLLOWING RESOLUTION:

WHEREAS, the State of New Jersey, Department of Military and Veterans Affairs ("DMVA") is the owner of the National Guard Armory located at 678 Montgomery Street, Jersey City, New Jersey ("Armory"); and

WHEREAS, the City of Jersey City ("City") desires to use the Armory to provide structured recreational programs and activities for the benefit of the children and adults of Jersey City; and

WHEREAS, the DMVA agrees to permit the City to use the Armory for the period effective as of November 27, 2017 through March 31, 2018 provided the City pays a total user fee of $97,521; and

WHEREAS, for the period of November 27, 2017 through December 31, 2017 the user fee will be the approximately $27,000 which is available in account 17-10-201-28-370-304; and

WHEREAS, for the period of January 1, 2018 through March 31, 2018 the user fee will be approximately $70,521 and will be subject to the availability and appropriation of funds in the fiscal year 2018 temporary and permanent budgets in account number 18-01-201-28-370-304; and

WHEREAS, the Armory will enable the Department of Recreation to accommodate approximately 500 children per night for various recreational programs; and

WHEREAS, the City desires to execute a memorandum of understanding with DMVA authorizing the City to use the Armory; and

WHEREAS, the City is authorized to execute a memorandum of understanding with another public body pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Law;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:
Resolution Fact Sheet:
This summary sheet is to be attached to the front of any resolution that is submitted for the Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

Project Manager
Department/Division | Department of Recreation
Name/Title | Kevin Williamson
Phone/email | 201-547-4537 kwilliamson@jeri.org

Resolution Purpose
To provide structured recreational programs and activities for the benefit of the children and adults of Jersey City. These activities comprise of such programs as football programs, boxing programs, tennis programs, and various indoor recreational activities for youth and seniors.

I certify that all facts presented herein are accurate

[Signature of Department Director]
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

1. The Mayor or Business Administrator is authorized to execute the memorandum of understanding and other documents attached hereto, with the State of New Jersey Department of Military and Veterans Affairs;

2. The term of the Use Agreement shall be effective as of November 27, 2017 through March 8, 2018 and the City shall pay the State of New Jersey Department of Military and Veterans Affairs the total user fee of $97,521; and

3. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the Use Agreement after the expenditure of funds encumbered in the fiscal year 2017 budget shall be subject to the availability and appropriation of sufficient funds in the fiscal year 2018 temporary and permanent budgets.

Deena Muser, Chief Financial Officer, certify that funds in the amount of $37,806.00 are available in account number 17-01-291-23-370-304.

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required: [ ]
Not Required: [X]
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.11.17

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>HV</th>
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<td>GLEWIG</td>
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Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
Resolution of the City of Jersey City, N.J.

COUNCIL

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and,

WHEREAS, the Jersey City Municipal Council recognizes that the abuse of alcohol and drugs is a serious problem in our society among persons of all ages, and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Jersey City Municipal Council further recognizes that it is incumbent upon not only public officials but the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Jersey City Municipal Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Hudson;

NOW, THEREFORE, BE IT RESOLVED that the Jersey City Municipal Council hereby recognizes the following:

1. The Jersey City Municipal Council does hereby authorize submission of a strategic plan for the Jersey City Municipal Alliance grant year July 1, 2019 to June 30, 2020 in the amount of:

<table>
<thead>
<tr>
<th>DEDR</th>
<th>Cash Match</th>
<th>In-Kind</th>
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<tr>
<td>$213,903.00</td>
<td>$53,476.00</td>
<td>$160,427.00</td>
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2. The Jersey City Municipal Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

3. The Mayor or Business Administrator is authorized to execute the strategic plan and any other documents necessary to effectuate the purpose of this resolution.

APPROVED: ________________________
Business Administrator

Certification Required □
Not Required □

APPROVED AS TO LEGAL FORM

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>YUN</td>
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<td>SOLOMON</td>
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<td>PRINZ-AREY</td>
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<td>WATTERMAN</td>
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<td>LAVARRO, PRES.</td>
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<td>BOGGIANO</td>
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N.V.-Not Voting (Abstain)

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

Robert Byrne, City Clerk

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

Robert Byrne, City Clerk
RESOLUTION FACT SHEET – NON-CONTRACTUAL
This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution
A RESOLUTION SUBMITTING A STRATEGIC PLAN TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FOR FISCAL GRANT CYCLE JULY 2014 - JUNE 2020

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Partnership for a Healthier JC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Maryanne Kelleher</td>
<td>Partnership Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 5024</td>
<td><a href="mailto:MKelleher@jcnj.org">MKelleher@jcnj.org</a></td>
</tr>
</tbody>
</table>

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 11:00am)

Resolution Purpose
This resolution submits a strategic plan to Hudson County HHS for the 2019-2020 Municipal Alliance budget.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

10/21/18
ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the Substance Abuse and Mental Health Services Administration ("SAMHSA") provides grants to municipal governments for Mental Health Awareness Training; and

WHEREAS, the City of Jersey City ("the City") has devised a plan to implement mental health awareness training by accepting a grant of $375,000 from SAMHSA, and will target these trainings to non-profit and public employees who interact regularly with the public; and

WHEREAS, the City is willing to use the SAMHSA's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with SAMHSA for the above named project;

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

1. the Mayor is hereby authorized to execute an agreement and any amendment thereto with SAMHSA known as Jersey City Mental Health Awareness Training (MHAT);

2. the City agrees to comply with all applicable federal, state and local laws, rules, and regulations in its performance of the project; and,

3. this resolution shall take effect immediately.

Approved: NOV 07 2018

COUNCILLOR

Ridley
Prinz-Arey
Boggiano

CERTIFICATION

Not Required

APPROVED AS TO LEGAL FORM

APPROVED

Business Administrator

Corporation Counsel

N.V.-Not Voting (Abstain)
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

ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Health &amp; Human Services</th>
<th>Injury Prevention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Paul Bellan-Boyer</td>
<td>Director, Injury Prevention</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547 5114</td>
<td><a href="mailto:PBellan-Boyer@jcnj.org">PBellan-Boyer@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

This resolution accepts a grant from SAMHSA to conduct mental health awareness training over the course of three years. The grant award is in the amount of $125,000 per year for each of the three years. Our goal is the work with public sector and non-profit employees and volunteers who come in regular contact with members of the general public.

Cost (Identify all sources and amounts)      Contract term (include all proposed renewals)

Grant Award: $125,000 annual for three years, for a total award amount of $375,000

January 1, 2019 through December 31, 2021

Type of award

Grant awards

If “Other Exception”, enter type

Additional Information

Jersey City is one of only five municipalities across the country to receive this award. There is no requirement for matching funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date
Notice of Award

Mental Health Awareness Training Grants
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

Issue Date: 09/18/2018

Grant Number: 1H79SM081206-01
FAIN: H79SM081206
Program Director: Paul Bellan-Boyer

Project Title: Jersey City Mental Health Awareness Training Program

<table>
<thead>
<tr>
<th>Grantee Address</th>
<th>Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF JERSEY CITY</td>
<td>Brian Platt</td>
</tr>
<tr>
<td>Paul Bellan-Boyer</td>
<td>City of Jersey City</td>
</tr>
<tr>
<td>280 Grove Street</td>
<td>280 Grove Street</td>
</tr>
<tr>
<td>Jersey City, NJ 073023810</td>
<td>Jersey City, NJ 073023610</td>
</tr>
</tbody>
</table>

Budget Period: 09/30/2018 – 09/29/2019
Project Period: 09/30/2018 – 09/29/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of $125,000 (see “Award Calculation” in Section I and “Terms and Conditions” in Section III) to CITY OF JERSEY CITY in support of the above referenced project. This award is pursuant to the authority of under Section 520J of the PHS Act (42USC 290bb-41) as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on “Grants” then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the “Terms and Conditions” is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Gwendolyn Simpson
Grants Management Officer
Division of Grants Management

See additional information below
SECTION I - AWARD DATA - 1H79SM081206-01

Award Calculation (U.S. Dollars)

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Salaries and Wages</td>
<td>$34,500</td>
</tr>
<tr>
<td>Personnel Costs (Subtotal)</td>
<td>$34,500</td>
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<tr>
<td>Materials &amp; Supplies</td>
<td>$17,502</td>
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<tr>
<td>Contractual</td>
<td>$72,300</td>
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<tr>
<td>Travel</td>
<td>$698</td>
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<tr>
<td>Direct Cost</td>
<td>$125,000</td>
</tr>
<tr>
<td>Approved Budget</td>
<td>$125,000</td>
</tr>
<tr>
<td>Federal Share</td>
<td>$125,000</td>
</tr>
<tr>
<td>Cumulative Prior Awards for this Budget Period</td>
<td>$0</td>
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**AMOUNT OF THIS ACTION (FEDERAL SHARE)**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1</td>
<td>$125,000</td>
</tr>
<tr>
<td>2</td>
<td>$125,000</td>
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<tr>
<td>3</td>
<td>$125,000</td>
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</tbody>
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*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

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SM Administrative Data:

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<td>SM</td>
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</table>

SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79SM081206-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

SECTION III - TERMS AND CONDITIONS - 1H79SM081206-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 75 as applicable.
d. The HHS Grants Policy Statement.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than $10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV - SM Special Terms and Conditions - 1H79SM081206-01

REMARKS

FY 2018 New Award

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity Mental Health Awareness Training Grants SM-18-009 has been selected for funding.

1a) This award reflects approval of the budget submitted June 8, 2018 as part of the application by your organization.

2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

3. All responses to award terms and conditions and prior approval requests must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons.

4. Register Program Director/Project Director (PD) in eRA Commons:
If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

Key Staff
Key staff (or key staff positions, if staff has not been selected) are listed below:

Paul Bellan-Boyer, Project Director @ 20% level of effort In-Kind

Any changes in key staff including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval. Reference the Prior Approval Standard Term for additional information and instructions.

SPECIAL TERMS

Disparity Impact Statement (DIS)
By November 30, 2018 you must submit via eRA Commons.

The DIS should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below. Questions about the DIS should be directed to your GPO. Examples of DIS can be found on the SAMHSA website at http://www.samhsa.gov/grants/grants-management/disparity-impactstatement.

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training, and/or technical assistance activities.

The disparity impact statement consists of three components:
1. Proposed number of individuals to be served and/or reached by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.

2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified subpopulations.

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and
Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:

a. Diverse cultural health beliefs and practices;
b. Preferred languages; and
c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

All responses to award terms and conditions must be submitted as .pdf documents in the “View Terms Tracking Details” page in eRA Commons.


SPARS

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are gathered using SAMHSA’s Performance Accountability and Reporting System (SPARS). MHAT recipients will be expected to complete Annual Goals and Budget training no later than December 30, 2018, and will be expected to enter Annual Goals and Budget data and information no later than January 30, 2019.

STANDARD TERMS AND CONDITIONS

Standard Terms for Awards FY 2018

Your organization must comply with the Standard Terms and Conditions for grants awarded in Fiscal Year 2018 and the following award terms applicable to your award type as identified below:

* New Grant

SAMHSA’s Terms and Conditions Webpage is located at: https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions.


The Federal Financial Report (FFR) (SF-425) is required on an annual basis and must be submitted no later than 90 days after the end of the budget period. The annual FFR should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award, as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at http://www.samhsa.gov/grants/grants-management/reporting-requirements.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at https://www.samhsa.gov/sites/default/files/samhsa-grantee-submit-ffr-10-22-17.pptx.
Annual Programmatic Progress Report

Submission of an annual Programmatic Report is due no later than December 30, 2019.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in the "View Terms Tracking Details" page in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.


Additional information on reporting requirements is available at https://www.samhsa.gov/grants/grants-management/reporting-requirements.

Compliance with Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMEMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

Yanique Edmond, Program Official
Phone: (240) 276-1574 Email: Yanique.Edmond@samhsa.hhs.gov

Salvador Ortiz, Grants Specialist
Phone: (240) 276-1421 Email: salvador.ortiz@samhsa.hhs.gov Fax: (240) 276-1430
RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR GRANT FUNDS FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION

COUNCIL as a whole of the following resolution

WHEREAS, Police Officers put their lives at risk everyday while performing their duties and protecting the community; and

WHEREAS, the Firehouse Subs Public Safety Foundation is committed to giving back to the communities by supporting first responders and public safety organizations with life-saving equipment and funding resources; and

WHEREAS, the Firehouse Subs Public Safety Foundation allows municipalities to apply for this Public Safety Grant to purchase life-saving equipment; and

WHEREAS, the City of Jersey City would like to apply for this grant in order to purchase life-saving equipment for police officers to wear while protecting and serving the community; and

WHEREAS, the Jersey City Police Department would like to submit a grant application to the Firehouse Subs Public Safety Foundation Grant requesting $22,375.00 to purchase 25 ballistic vests.

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

1. The City of Jersey City is authorized to submit an application to the Firehouse Subs Public Safety Foundation; and

2. The funds will be used to purchase body armor for police officers.

APPROVED: ________________________
Business Administrator

APPROVED AS TO LEGAL FORM: ________________________
Corporation Counsel

Councilperson Vote: AYE NAY N.V.

Riley: Y
Prinz-Arey: Y
Boggiano: Y
Yun: N
Solomon: N
Robinson: N
Rivera: Y
Watterman: N
Lavarro, Pres.: N

N.V.-Not Voting (Abstain)

Record of Council Vote on Final Passage 11.7.18

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 CITY OF JERSEY CITY TO
APPLY FOR GRANT FUNDS FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Jersey City Police Department</th>
<th>Grants Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Sgt. Jaclyn Marcazo</td>
<td>Sergeant</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4736</td>
<td><a href="mailto:jmarcazo@njcps.org">jmarcazo@njcps.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

The Jersey City Police Department will apply for the Firehouse Subs Public Safety Foundation Grant in the amount of $22,375.00 in order to purchase 25 ballistic vests for police officers.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| Grant Funds | Not Applicable |

Type of award  Foundation Grant

If “Other Exception”, enter type

Additional Information

Not Applicable

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2019)

COUNCIL

Offered and moved adoption of the following resolution.

WHEREAS, the need to raise the awareness and increase safety through a combination of enforcement and education initiatives which are essential to all motorists and pedestrians who utilize the streets of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need; and

WHEREAS, the Division of Highway Traffic Safety has awarded the Jersey City Police Department the FY 2019 award of $28,440.00 in overtime reimbursement grant funding to be utilized during the time period from October 1, 2018 until September 30, 2019; and

WHEREAS, the Jersey City Police Department wishes to accept these funds to promote enforcement and awareness in the areas of Pedestrian Safety, Aggressive Driving, Drunk Driving, and to purchase commodities; and

WHEREAS, the Jersey City Police Department would like to accept the $28,440.00 in overtime reimbursement grant funding to be utilized during the above mentioned time frame which has been deemed appropriate as per the Division of Traffic Highway Safety upon the acceptance of this award.

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

1. The City of Jersey City authorizes to accept the award of $28,440.00 from the Division of Highway Traffic Safety to be used to reimburse for overtime patrols to promote education and enforcement for pedestrian safety, aggressive driving, drunk driving, and purchase commodities to help spread the message to "Walk and Drive Safely Jersey City."

2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

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 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td>BOGGIANO</td>
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</tbody>
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✓ Indicates Vote  
N.V.-Not Voting (Abstain)

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

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2019)

Project Manager

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</tr>
</tbody>
</table>

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

Contract Purpose

The Jersey City Police Department would like to accept the FY 2019 grant award from New Jersey Division of Highway Traffic Safety in the amount of $28,440.00 to support the Jersey City Comprehensive Traffic Safety Program. This grant will continue to provide the funding to support overtime salaries for enforcement initiatives such as DWI Checkpoints, DWI Roving Patrols, Seatbelt Enforcement, Aggressive Driving Enforcement, and Pedestrian Decoy Operations.

Funds will also be used to purchase traffic safety activity books for children to learn about safe walking tips.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| Grant Funds                          | October 1, 2018 until September 30, 2019 |

Type of award  State Grant

If “Other Exception”, enter type

Additional Information

The DHTS FY 2019 award letter is attached to this Resolution.

I certify that all the facts presented herein are accurate.

Signature of Department Director  Date
**GRANT SNAPSHOT**

<table>
<thead>
<tr>
<th>Grant #:</th>
<th>PT-19-03-04-01</th>
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<tr>
<td>Status:</td>
<td>Grant Agreement Executed</td>
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<tr>
<td>Project Title:</td>
<td>Jersey City Comprehensive Traffic Safety Program</td>
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<td>Grantee/Organization Name:</td>
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<tr>
<td>Project Period:</td>
<td>From: 10/01/2018 To: 09/30/2019</td>
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<tr>
<td>Total Grant Award:</td>
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## BUDGET SUMMARY

Instructions:
- Click the SAVE button to finalize your grant budget.
- To proceed to the next page you may click the NEXT button or use the FORMS MENU tab at the top of the page.

<table>
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CONTRACT AGREEMENT

Project Title: Jersey City Comprehensive Traffic Safety Program
Grant Number: PT-19-03-01
Federal Fiscal Year: 2019
Amount Awarded: $29,440
Funding Source: SECTIC-402-STATE AND COMMUNITY HIGHWAY SAFETY-CFDA 20,600
Project Period: 10/1/2018 - 03/30/2019

Project Director: Jadyn Marcano
Financial Officer: Donna Mauer
Authorizing Official: Steven Palop

Federal Award Id #: 69A375193C004020

In accordance with the provisions of 23 USC, Chapter 4, the Highway Safety Act of 1966 as amended, the Department of Law and Public Safety hereby awards to the above-named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to the requirements set forth in the applicable Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey, and the requirements of the State of New Jersey and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. Part 200, at 200.200), and State Circular Letters 10-08-CDM and 07-03-COM (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

I, the Project Director, agree to the Terms and Conditions above.

Additional approval information (if applicable) is attached here.

1775639
RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2019 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY MORRIS CANAL GREENWAY PROJECT FOR THE CITY OF JERSEY CITY

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

WHEREAS, the State of New Jersey Department of Transportation announced that it is accepting grant applications for the 2019 Bikeway Program that must be completed and submitted through the System for Administering Grants Electronically (SAGE) on or before October 8, 2018; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation prepared and submitted an electronic application identified as BIKE-2019-Jersey City Morris Canal Greenway-00061; and

WHEREAS, the City is requesting State aid funding from the New Jersey Department of Transportation to implement the construction of safe off-road bike paths and bike lanes within the City limits; and

WHEREAS, the City agrees that it shall be required to appropriate funds for State non-participating items such as police salary hours and/or other ineligible project costs;

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the bike paths and bike lanes within the City limits;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it ratifies and approves the submission of a grant application for the above stated project;

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as BIKE-2019-Jersey City Morris Canal Greenway-00061 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and the establishment of an account for the grant.
RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2019 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY MORRIS CANAL GREENWAY PROJECT FOR THE CITY OF JERSEY CITY

Certified as a true copy of the Resolution adopted by Council, On this 7th day of November, 2018

City Clerk
Robert Byrne

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

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City
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 RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2019 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY MORRIS CANAL GREENWAY PROJECT FOR THE CITY OF JERSEY CITY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>ADMINISTRATION</th>
<th>ENGINEERING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>JOSE R. CUNHA, C.M.E., P.E.</td>
<td>MUNICIPAL ENGINEER</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4411</td>
<td><a href="mailto:jcunha@jcnn.org">jcunha@jcnn.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The FY2019 State-funded Bikeway Grant Program administered by the New Jersey Department of Transportation (NJ DOT) provides funds to counties and municipalities to promote bicycling as an alternate mode of transportation in the State of New Jersey. The City of Jersey City ("City") wishes to apply for transportation funding in the amount of $529,100.00 for a project identified as BIKE-2019-Jersey City-Morris Canal Greenway. The proposed project is to construct segment 3 of the 17 segment Morris Canal Greenway within the City limits and provide for safer off-road bike path.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

<table>
<thead>
<tr>
<th>Cost</th>
<th>$529,100.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Estimate</td>
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<tr>
<td>GRANT APPLICATION</td>
<td>TOTAL REQUEST</td>
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<tr>
<td>Professional Design Services</td>
<td>$52,910.00</td>
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<tr>
<td>Const. Mgmt/Inspection/Testing</td>
<td>$79,365.00</td>
</tr>
</tbody>
</table>

* Note – Upon award of grant, the City may need to supplement project with capital funds in order to award the construction project.

Type of award               Grant Application

If “Other Exception”, enter type

I certify that all the facts presented herein are accurate.

Jose R. Cunha, P.E., C.M.E.,
Director of Engineering

Brian D. Platt, Business Administrator
Department Director

Date
MEMORANDUM

DATE : October 3, 2018

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

FROM : Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering

SUBJECT : Resolution to Ratify Application to New Jersey Department of Transportation 2019 Bikeways Program to fund the Morris Canal Greenway Project

Attached for your consideration is a resolution ratifying the electronic submission of the 2019 Bikeway grant application to the New Jersey Department ("NJDOT") for the 2019 Bikeways Program and execution of a grant agreement to be identified as BIKE-2019-Jersey City Morris Canal Greenway-00061.

The City is very dedicated in enhancing our bicycling community and seeking funding from NJDOT Bikeways program to make improvements to the bikeways infrastructure. The continue planning and construction of bike paths and bike lanes are more imperative than ever before to ensure the success of a bike friendly city and ensure fulfillment of our pedestrian safety improvements. In this application, the first priority will be to construct signs, improve striping and markings and provide for clear and safe off-road bike path. The City is requesting $529,100.00 for construction.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk
    Brian D. Platt, Business Administrator
    Donna Mauer, Chief Financial Officer
    Paul Russo, Supervising Engineer
    Andrew Vischio, Director of Traffic and Transportation
    Dawn Odom, Supervising Administrative Analyst
The Municipal Aid program is a competitive program intended to provide municipalities with transportation based grants to supplement their transportation programs. Starting in FY2018 the Transportation Trust Fund (TTF) will provide $400 million in State Aid to municipalities and counties for local transportation improvements. Of that amount the Municipal Aid Program will be funded at level of $140 million. Additionally $10 million is allotted for municipalities qualifying for Urban Aid under P.L. 1978 c.14 (N.J.S.A. 52:27D-178 et seq.). The individual allotments to qualifying municipalities are based on proportions determined by the Department of Community Affairs.

Each fiscal year, the New Jersey Department of Transportation (NJDOT) issues a solicitation announcement to municipalities inviting them to apply for funding for their specific project needs. The Municipal Aid Program is administered consistent with the language and formula distribution contained within the TTF legislation that allocates funds by county based a formula that considers population and municipal roadway miles.

Municipalities can apply for projects for Municipal Aid within one of the 7 categories below:

- Bikeway
- Primary project purpose is for constructing new bikeways (e.g.

The Division of Local Aid is currently accepting application for following State Aid program through SAGE.

- Municipal Aid
- Transit Village
- Bikeways
- Safe Streets to Transit

Application Deadline: October 8, 2018
human readable text
Additional information can be found in Municipal Aid Handbook and State Aid Handbook.

- **Application for Funding (SAGE)**
- **FY 2018 Municipal Aid Grant Recipients** (pdf 99k)
- **Municipal Aid Regulations** (Adopted April 16, 2014) (pdf 69k)
- **Special Provisions and State Aid Projects** (pdf 66k)
- **Special Provisions, Baseline Document Changes and Pay Items**
- **State Aid Handbook** (pdf 99k)
- **Municipal Aid Handbook** (pdf 63k)

You will need Adobe Acrobat Reader to view the PDF files which is available at our state [Adobe Acrobat Access](#) page.
Bikeways Application 2019
BIKE-2019-Jersey City Morris Canal Greenway -00061

Type of Improvement: 1

Infrastructure
✓ Bikeway

Purpose
Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).

Will the project create new linear bike path mileage?
✓ Yes
No

(Examples of ineligible Projects under this program may be: rehabilitation of existing bikeway, widening of existing bikeway)

If NO, please apply for Bikeway under the Municipal Aid Program
Project Title: Jersey City Morris Canal Greenway (Segment 3)

From: Sullivan Drive near intersection with Grieco Drive

To: Intersection at John F. Kennedy Boulevard and Mercer Park

Project Distance (Miles): 0.85
County to filter by: Hudson County

Municipalities: Jersey City
**Please provide description for Scope of Work:**

The proposed project seeking funding under the FY2019 New Jersey Department of Transportation Bikeways Program is to construct Segment 3 of the 14-segment Morris Canal Greenway in Jersey City, New Jersey. The Jersey City Morris Canal Greenway is a surface transportation project that will be constructed in the form of a linear bikeway alignment through a combination of on-road and off-road facilities. The project provides much-needed open space dedicated to bicyclists, as well as pedestrians, for both circulation and recreation. The full linear alignment of the bikeway also facilitates connections to existing regional greenways, including the East Coast Greenway and the Hudson River Waterfront Walkway.

Segment 3 adjusts the path of the Morris Canal Greenway as originally proposed in the 2013 Jersey City Morris Canal Greenway Plan. Segment 3 was originally comprised of on-street segments; however, the City recently purchased a right-of-way from the City of Bayonne, allowing for the Greenway to transition to a safer off-road alignment for the segment within the original footprint of the Morris Canal (Property Survey attached in the Location Map attachment). This segment includes Block 27804, Lot 13, and Block 28401, Lot 40, encompassing 4.87 acres. The route then transitions to an on-road segment beginning on Custer Avenue at the property line of Block 28401, Lot 40, and continues on John F. Kennedy Boulevard before entering Mercer Park near the intersection with W 63rd Street. Alternatively, the route may pass through McGovern Park onto Sycamore Road, continuing on West 63rd Street before entering Mercer Park (Segment 4, owned by Hudson County and under construction with funding from the FY17 NJDOT Transportation Alternatives Program) at the intersection of West 63rd Street and John F. Kennedy Boulevard. The northern and southern termini of Segment 3 both connect with the broader Jersey City on-street bicycle network, as outlined in the Jersey City Master Plan Circulation Element (maps attached in the Location Map attachment).

The proposed scope of work for Segment 3 includes:

- Site Preparation and Earthwork (mobilization, cleaning and grubbing, remove existing concrete curb/sidewalk/wall, remove existing pavement, and disposal of historic fill) ($145,000)
- Paving of the Greenway path (clean fill, dense graded aggregate base, and full depth asphalt pavement) ($278,500)
- Roadway crossing improvements at four locations along the Greenway route, including striping and traffic control signage ($80,000)
- Bike racks (4) and concrete bicycle pad (4) for CitiBike, the City’s bike share provider ($12,000)
- Bollards (8) to prevent vehicle traffic from entering the bikeway ($12,000)
- On-street bike lane medallions ($1,600)

**TOTAL COSTS: $529,100**

Additional improvements (as detailed in the enclosed cost estimate) that are necessary to complete the scope of work, but not necessarily specific to the bikeway right-of-way, include striping, benches/seating, trash/recycling receptacles, lighting, signage, stormwater management/control features, soil erosion and sediment control measures, and site preparation/earthwork activities.

Jersey City is one of the most densely populated and fastest growing cities in the state and country. According to NJDEP Balanced Land Use Standards, there is a significant shortage of open space acreage. Due to the City’s ADT of passenger vehicle and heavy truck volume, bicycling can be a dangerous activity for many
Bikeways Application 2019  
BIKE-2019-Jersey City Morris Canal Greenway -00061

Scope of Work

residents, especially inexperienced cyclists. The proposed bikeway provides a safe, off-road facility for bicycle riding within the limits of Jersey City, increasing access to open space and opportunities for active living, improving bicycle safety, and enhancing the City's transportation network to better accommodate various mode choices, including biking and walking.

Location Map - 8.5 x 11 only - showing project limits


Note: All information must be clear and legible with street names labeled.

You may include photos with your application by uploading them here:


Does this project include a traffic signal? Yes □ No □

If Yes, Please attach authorization to design or install if available.

Will the project meet AASHTO standards? Yes □ No □

If No, list Design Exceptions below
Map 1. Map of Segment 3 (in red) along right of way acquired from Bayonne, connecting Danforth Avenue with McGovern Park off-street and navigating on-street to Mercer Park (Segment 4). The yellow line depicts an alternate route that uses JFK Boulevard rather than West 63rd Street to connect Segments 3 and 4.
Image 1. View of Segment 3 looking north near intersection of Sullivan Drive and Lembeck Avenue, following the original right of way route of the Morris Canal.

Image 2. View of Segment 3 looking south near intersection of Sullivan Drive and Lembeck Avenue, following the original right of way route of the Morris Canal.
Image 3. View of Segment 3 looking south crossing Sycamore Road at Sullivan Drive. Signage and crossing striping are necessary at this location.

Image 4. Providing an opportunity for historic markers and interpretive signage.
Image 5. View of Segment 3 looking south past canal crossing of Sycamore Road at Sullivan Drive.

Image 6. View of Segment 3 looking north crossing Mina Drive at Sayles Street. Signage and crossing striping are necessary at this location.
Project Photos – Segment 3

Image 7. View of existing fence mural along Segment 3 near McGovern Park.

Image 8. View of Segment 3 heading towards rear of McGovern Park.
Image 9. View of southern terminus of Segment 3 looking into ball field at McGovern Park.

Project Classification

Please select the one most applicable:

☑ Bike Paths
Bike Lanes
Bike Route
Bike Compatible Road

Is the project separated from motor vehicle traffic by a barrier or an open space?  yes no

Does the project serve as a connection to a local or regional system of bikepaths, bike lanes, or bike routes?  yes no

Show on a map, attach below.


Also, please upload photos of the existing bike facilities here:

Does the project serve any of the public facilities listed below within the project limit? (Check all applicable).

Public School(K-12)
Private School(K-12)
Parks/Recreational Facilities
Transit Stations
State Offices

Is the project part of a bicycle network that has been adopted in a municipal Master Plan? (show with relevant page(s) of Master Plan, attach below)


Has the applicant adopted a Complete Streets policy or resolution? yes no
Plan for Bike Lanes and Sharrows

Legend
- Bike Lanes or Sharrows
- PATH Rail System
- Light Rail System
- Libraries
- Schools
- Parks

October 11, 2012

MAP NO.: 545

0 1,000 2,000 4,000 Feet
3.2.4 **Goal 4: Create a city-wide pedestrian-friendly environment**

Jersey City strives to create a walkable City that is safe, secure, seamless and aesthetically-pleasing. The City aims to create a pedestrian-friendly environment that is accessible and meets the needs of all of its residents and visitors. To achieve this goal, the following Objectives should be met:

**Objective G4-1:** Create a network of sidewalks, walkways and paths that allow pedestrians to walk between all neighborhoods and destinations in Jersey City.

**Objective G4-2:** Provide a safe and secure environment for pedestrians.

**Objective G4-3:** Create a comfortable, aesthetically-pleasing, and visually-interesting environment for pedestrians.

**Objective G4-4:** Support and reinforce the existing culture of walking in Jersey City.

**Objective G4-5:** Encourage walking as a means to reduce carbon emissions and to increase public health.

**Objective G4-6:** Provide pedestrian linkages to all surrounding municipalities.

### Indicator:
Linear miles of gaps in Hudson River Waterfront Walkway and Hackensack River Walkway (GIS data from August 2008, Hudson County Re-examination Report of Master Plan, and GIS data from the May 2004 Hudson County Hackensack RiverWalk Plan)

### Target:
Zero gaps in walkways.

### Baseline:
In 2004, there were 10.23 linear miles of gaps (i.e., areas with no permanent walkway or walkways currently under construction based on GIS data) in the Hudson River Waterfront Walkway and 3.3 linear miles of gaps in the proposed route of the Hackensack River Walkway.

### Indicator:
Annual number of accidents reported that involved pedestrians in NJ Department of Transportation Crash Record Data per 1,000 residents, as measured by American Community Survey (ACS) Table No.: B01003

### Target:
Annual decrease in number of accidents involving pedestrians occurring in Jersey City per 1,000 residents.

### Baseline:
In 2007, there were 1.63 accidents involving pedestrians occurring in Jersey City per 1,000 residents, of which there were 0.37 accidents involving bicyclists occurring in Jersey City per 1,000 residents.

The Strategies to achieve Goal 4 are as follows:

**Strategy G4-A:** Ensure that all streets have sidewalks.
Strategy G4-B: Ensure that all sidewalks are of adequate width and have the capacity to carry current and anticipated future pedestrian volumes. Respect the integrity of historic districts.

Strategy G4-C: Ensure that all sidewalks are well-maintained and well-lit.

Strategy G4-D: Ensure an adequate number of pedestrian street crossings to minimize walking distances.

Strategy G4-E: Locate and design street crossing in a manner that minimizes walking distances and the length of time that pedestrians are in the crosswalk by using narrow travel lane widths and curb extensions. Curb extensions should incorporate vertical elements, such as trees, utility poles, or street furniture, to provide a visual cue to alert snowplow drivers to the presence of curb extensions.

Strategy G4-F: Fill in missing links between existing sidewalks, walkways and paths.

Strategy G4-G: Complete Jersey City sections of regional walkways, greenways and trails.

Strategy G4-H: Provide eyes on the street (and sidewalk, walkway and path) security.

Strategy G4-I: Create safety buffers between pedestrians and moving vehicles.

The Actions that should be implemented to achieve Goal 4 are as follows:

Action G4-1: Adopt as a City standard a street regulating plan that regulates the form of all streets, bike lanes, where feasible, and sidewalks in accordance with the street typologies and illustrated hierarchy of streets that are contained in this Circulation Element.

Action G4-2: Install traffic calming devices on existing streets with problem locations in accordance with the traffic calming plan that is contained in this Circulation Element.

Action G4-3: Adopt uniform City standards, which are ADA compliant and neighborhood appropriate, for pedestrian street crossings and crosswalks, including state-of-the-art techniques to protect pedestrian safety. For example, potential crosswalks may include a combination of crosswalk tables, curb extensions with gaps for drainage and bicycle lanes, polymer resin stamped brick crosswalks, and painted crosswalks as may be appropriate to the particular street. Curb extensions should incorporate vertical elements, such as trees or street furniture, to provide a visual cue to snowplow drivers of roadway alignments.

Action G4-4: Install street trees spaced at a maximum of 30 feet on center to provide shade and a pleasant pedestrian environment and establish a municipal street tree fund to which developers can contribute when trees cannot be installed. Street trees should be of a variety with high branching systems so that lower branches may be pruned to maintain sight lines for public safety purposes.
Action G4-5: Prune trees to remove low branches to provide lines of sight for vehicular and pedestrian safety and security.

Action G4-6: Increase pedestrian safety by utilizing mechanisms, such as on-street parking, street trees, street furniture and bollards, to buffer pedestrians from moving vehicles.

Action G4-7: Create a continuous greenway with pedestrian paths and bike lanes where the Morris Canal was filled in, where feasible.

Action G4-8: As recommended in the Hudson River Waterfront Walkway Plan, an operating entity should be formed to ensure that walkway gaps are filled in and that the entire walkway is consistent in appearance and condition.

Action G4-9: Construct the Lafayette Walkway parallel to the Hudson Bergen Light Rail Line.

Action G4-10: Extend the Morris Street Right-of-Way Pedestrian Extension to the waterfront and the Hudson River Waterfront Walkway.

Action G4-11: Continue the sidewalk on Bayview Avenue, east of the I4B interchange, by means of a designated pathway on the existing roadway, as recommended in the 2005 Liberty Access Study Final Report.

Action G4-12: Conduct a focused study of Westside Avenue to determine the feasibility and appropriateness of Bus Rapid Transit (BRT), sidewalk widening, pedestrian safety measures and off-street parking.

Action G4-13: Advance recommendations from NJTPA Walkable Community Workshop in the Lafayette neighborhood, including:

a) Improving pedestrian access to the HBLR Liberty State Park station by reopening Maple Street and other walkways through the existing park-and-ride lot, constructing a sidewalk on the western edge of the park-and-ride lot, and creating a pedestrian entrance at the gated entrance on Duarte Drive and Communipaw Avenue.

b) Eliminating truck routes through the community along Pacific Avenue and Communipaw Avenue.

c) Constructing a greenway adjacent to the HBLR right-of-way with connection to the Morris Canal Greenway.

d) Replace missing street trees, especially along major pedestrian corridors.

Action G4-14: Advance recommendations from NJTPA Regional Safety Priority Location Report for Central Avenue, including:

a) At intersection with Ferry Street, add crosswalk, enhance existing crosswalk with crosshatching and post advance pedestrian crossing signs on Central Avenue.
b) At signalized intersection with Manhattan Avenue, add pedestrian countdown heads and push buttons to the signal.

c) At intersection with Franklin Street, replace curbing with full-height curb to separate sidewalk from street.

d) At intersection with Hutton Street, install countdown pedestrian heads and actuation buttons.

e) At intersection with Bowers Street, install "No Right Turn" signs on Central Avenue approach.

f) Along Central Avenue between Jefferson Avenue and North Street, repaint crosswalks with crosshatching, install countdown pedestrian heads at all signalized intersections, install ADA pads at all crosswalk ramps, install signage to warn against wrong-way turns into one-way streets, and conduct analyses of lighting and illumination.

Action G4-15: Advance recommendations from NJTPA Regional Safety Priority Location Report for Martin Luther King Drive, including:

a) Conduct a segment-wide program of pedestrian safety improvements on Martin Luther King Drive between McAdoo Avenue and Kearney Avenue. Pedestrian safety improvements may include:

1. Spot sidewalk repairs to eliminate trip hazards.
2. Installation of texture pads at ADA ramps.
3. Improvements to signage by posting speed limit and pedestrian crossing warnings.
4. Improvements to existing crosswalks by repainting with crosshatching, installing reflectors, and bringing all up to Jersey City's international painted crosswalk standard.
5. Installation of sidewalk tree grates where missing, removal and storage of grates where trees are missing, and filling of planters with brick or gravel until replanted.
6. Painting of curb and corner hatching to create visual refuge for parking lane ends and to emphasize corner sight distance clearance. Paint white stripe along the parking lane to visually restrict and calm the traffic lane.
7. Improvements to bus stop safety and identity by painting yellow curbs at bus stop locations. Review specific bus stop locations to lessen potential traffic hazards.
8. Relocation or removal of sidewalk obstructions (e.g., signs and other obstacles) that pose a hazard to pedestrian travel.

b) At intersection with Bayview Avenue, install countdown pedestrian heads and replace damaged curbing.

c) At intersection with Claremont Avenue, retime traffic signal and improve crosswalk visibility.

d) At intersection with Bidwell Avenue, install new traffic signal and coordinate timing with adjacent Bayview Avenue intersection.
Action G4-16: Continue Jersey City's involvement in the NJDOT Safe Routes to School program, which provides funding for pedestrian safety improvements near school sites.

Action G4-17: Provide pedestrian access to Garfield Avenue HBLR station through Berry Lane Park.

Action G4-18: Preserve the abandoned Lehigh Valley Railroad right-of-way to create greenway trails.

Action G4-19: Construct the East Coast Greenway Route as an off-road facility for pedestrians, bicyclists, and other non-motorized means of travel between Hudson River and Hackensack River waterfronts. In the interim, complete on-road alignment.

3.2.5 Goal 5: Create a city-wide bicycle-friendly environment

In order to provide a bicycle-friendly environment, the City aims to improve the connectivity of bike routes both within the City and regionally and to provide amenities that support biking. The Circulation Element includes multiple initiatives that will support biking in Jersey City. Specifically, the East Coast Greenway Route is identified as a right-of-way need, and the Typical Roadway Sections include provisions for bike lanes. In order to further meet the Goal of providing a bicycle friendly environment, the following objectives should be achieved:

Objective G5-1: Provide a comprehensive city-wide network of dedicated bike lanes and vehicle/bike share lanes.

Objective G5-2: Improve connectivity between neighborhoods for bicyclists.

Objective G5-3: Provide bicycle network linkages to all surrounding municipalities.

Objective G5-4: Provide recreational bike routes through parks and open spaces, where appropriate.

Objective G5-5: Provide a robust set of bicycle system amenities to support bicycle usage.

Objective G5-6: Create a safe and secure bicycling environment.

Objective G5-7: Encourage bicycling as a means to reduce traffic congestion and carbon emissions and to improve public health.

**Indicator:** Annual estimate of percentage of workers commuting to work by bicycle, as provided in American Community Survey (ACS) Table No.: B08301, US Census Table No.: P30 and private studies, if available.

**Target:** Increase and maintain percentage of workers aged 16 and over commuting to work by bicycle, as measured by annual ACS estimates during inter-decennial years and future US Censuses.
0.03 percent of all Jersey City resident workers aged 16 and over commute to work by bicycle (2007 ACS).

Baseline: In 2000, 0.25 percent of all Jersey City resident workers aged 16 and over commuted to work by bicycle (2000 US Census).

Baseline: In 2008, 15.0 percent of Jersey City residents commuted to work by walking or biking (2008 Jersey City Survey, Marketing Segments 2 and 3).

Indicator: Linear miles of striped bike lanes in Jersey City (source: Jersey City Division of Engineering)

Target: Increase in linear miles of striped bike lanes in Jersey City.

Baseline: In 2009, there were 0 linear miles of striped bike lanes in Jersey City.

Indicator: Annual number of accidents involving bicyclists reported in NJ Department of Transportation Crash Record Data per 1,000 residents, as measured by American Community Survey (ACS) Table No.: B01003.

Target: Annual decrease in number of accidents involving bicycles occurring in Jersey City per 1,000 residents.

Baseline: In 2007, there were 0.37 accidents involving bicyclists occurring in Jersey City per 1,000 residents.

The Strategies to achieve Goal 5 are as follows:

Strategy G5-A: Create striped bicycle lanes and vehicle / bike share lanes on existing streets where feasible.

Strategy G5-B: Plan for continuing expansion of dedicated bicycle lanes and vehicle / bike share lanes as new streets are constructed.

Strategy G5-C: Fill in missing links in the street grid with public greenways or new streets.

Strategy G5-D: Complete Jersey City sections of regional greenways.

Strategy G5-E: Incorporate bicycle paths and bike lanes in the design of new parks and retrofit existing parks, where feasible.

Strategy G5-F: Raise public awareness of bicycling.
### Strategy G5-G:
Work collaboratively with property owners to implement bicycle system amenities. Seek grant funding for implementation of bicycle system amenities.

The Actions that should be implemented to achieve Goal 5 are as follows:

**Action G5-1:** Adopt as City standard a street regulating plan that regulates the form of all streets, bike lanes, where feasible, and sidewalks in accordance with the street typologies and illustrated hierarchy of streets that are contained in this Circulation Element.

**Action G5-2:** Construct the Jersey Avenue extension with provisions for bike lanes.

**Action G5-3:** Create a continuous greenway with pedestrian paths and bike lanes where the Morris Canal was filled in, where feasible.

**Action G5-4:** Construct the East Coast Greenway Route as an off-road facility for pedestrians, bicyclists, and other non-motorized means of travel between Hudson River and Hackensack River waterfronts. In the interim, complete on-road alignment.

**Action G5-5:** Allow bicycles to use the Hudson River Waterfront Walkway and Hackensack RiverWalk, wherever feasible. Provide alternate routes to bypass areas where it is not feasible.

**Action G5-6:** Adopt zoning and redevelopment plan requirements to provide bicycle amenities for building users, such as interior bicycle storage facilities for residential buildings, that are accessible without stairs or tight corners; and bike racks and employee showers for commercial buildings.

**Action G5-7:** Work with Port Authority NYNJ, NJ TRANSIT, Jersey City Board of Education, Jersey City Department of Public Works, and commercial property owners to provide robust bicycle storage facilities at HBLR and PATH stations, schools, parks, employment centers and shopping districts citywide.

**Action G5-8:** Implement “Share the Road” campaign to educate bicyclists and drivers.

**Action G5-9:** Design and publish a foldable map of the existing signed bike routes for public distribution. Include recreational routes that highlight attractions and points of interest in Jersey City.

**Action G5-10:** Encourage development of Bike Share businesses with dedicated bike stations at key facilities.

**Action G5-11:** Organize an annual Jersey City bike tour.

**Action G5-12:** Create a linear park on the Sixth Street Embankment that incorporates a bike path and walkway. The linear park should share the Sixth Street Embankment with an extension of the HBLR.

**Action G5-13:** Construct a 0.4-mile railroad-gravel path paralleling the NJ TRANSIT Boonton Line and a 0.7-mile on-road striped bike lane along Westside...
Morris Canal Greenway Plan

View Full Plan Here

NJTPA
North Jersey Transportation Planning Authority

May 2013
Acknowledgements

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Roberta Farber
Morris Canal Greenway Plan

MAPS
Map 1: Proposed Long-Term Alignment and Recreation Facilities & Community Features
Map 2: Transportation Connections to the Long-Term Alignment
Map 3: Historic Features, Properties and Districts
Map 4: Environmental Conditions
Map 5: Proposed Long-Term Alignment
Map 6: Proposed Short-Term Alignment
Map 7: Long-Term Implementation Segments

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Table 2: Roadway Characteristics of the Proposed Short-Term Alignment
Table 3: Neighborhoods, Historic Resources, and Interpretive Sites in Jersey City in Proximity to the Morris Canal
Table 4: Interpretive Themes Used by Liberty State Park
Table 5: Potential Interpretive Partners and Roles for Leading Jersey City’s Interpretive Presentation
Table 6: Implementation Segments of the Long-Term Alignment
Table 7: Early Action Recommendations and Strategies

APPENDICES
A. Meeting Memos and Public Comments
B. Descriptions and Map of Historic Features associated with the Historic Morris Canal Right-of-Way
C. Proposed Long-Term Greenway Alignment on an Aerial Base Map
D. Field Data Sheets
E. Detailed Cost Estimate Tables
F. Funding Sources
G. Telling Neighborhood Stories with Public Art
H. Resources related to the Morris Canal available at the New Jersey Room of the Jersey City Free Public Library
I. Neighborhood Maps of Jersey City
Introduction

Project Purpose and Scope of Work

The City of Jersey City recognizes greenways as a way to provide open space, recreation and transportation opportunities. The 156-mile Hudson River Waterfront Walkway is currently the only major off-street facility that can be used by bicyclists and pedestrians for long-distance travel, providing access to destinations along the eastern waterfront of Jersey City and beyond. The proposed Morris Canal Greenway would be a linear bicycling and walking route that can be used to access public destinations across the interior of the city and link the Hudson and Hackensack Rivers.

The purpose of this study is to prepare a plan for a bicycle and pedestrian greenway that is, to the greatest extent possible, on the six-mile former right-of-way of the historic Morris Canal in Jersey City. Previous planning efforts that have contemplated a greenway on the Morris Canal alignment were piecemeal and a comprehensive approach was needed. Land uses and property ownership along the Morris Canal corridor have evolved and changed since 1836, when the canal section through Jersey City was first constructed. The alignment of the Morris Canal Greenway will be convenient to parks, schools, and neighborhoods as well as to the waterfront, commercial areas, and work places. As Jersey City’s population is anticipated to grow dramatically in the coming years, the addition of a greenway that spans the city would provide a valuable new transportation corridor and, like the Hudson River Waterfront Walkway, increase park, recreation and open space for residents and visitors. The Circulation Element of the Jersey City Master Plan references the Morris Canal Greenway as a facility that has the potential to address the need for improved circulation and recreational opportunities for bicycling and walking. A greenway on the Morris Canal is also consistent with the City’s Recreation and Open Space Master Plan.

The primary objective of this plan is to identify an alignment that will guide all parties critical to its implementation, including property owners, city government and others. Crossing many properties, the greenway will be a collaborative effort and its development will take place incrementally and over an extended timeframe. This document addresses the overall process, focusing on an alignment to be achieved over the long-term.

The plan also addresses strategies for the short-term. Implementing a continuous Morris Canal Greenway route for bicycling and walking can make use of existing sidewalks and streets. The plan proposes a short-term alignment that follows the canal corridor closely. This will make it convenient to shift the route to the off-street segments as they are constructed.

A Greenway through Jersey City - A Future Vision

Greenways are corridors of open space managed for conservation, recreation and transportation purposes. Greenways often follow natural land or water features, and link nature reserves, parks, cultural features, historic sites, and other public spaces with each other and with populated areas. The long-term vision for the Jersey City Morris Canal Greenway is an off-street facility to the greatest extent possible. However, sections of both the short-term and long-term greenway will include a combination of sidewalks, separated bikeways and shared-use paths to create one linear route that follows the historic canal alignment as closely as possible. Although the on-street sections will not be a ‘greenway’ in the traditional sense, for the purposes of this study, ‘greenway’ is used to describe both the on-street and off-street conditions.

The following vision describing the Morris Canal Greenway through Jersey City was developed by the project’s Steering Committee.

Stretching 8.5 miles around the southern half of the city, the Morris Canal Greenway in Jersey City is a world-class bicycle and pedestrian destination. Built upon one of Jersey City’s greatest historic resources – the Morris Canal, the Greenway celebrates the City’s industrial past while providing safe access for residents and visitors to neighborhoods, parks, schools, businesses, attractions, and transit. The Morris Canal Greenway is both an educational tool for displaying Jersey City’s history and regional significance and a lasting source of community pride.

Plan Organization

The plan is presented in four parts:

Part 1, “Alignment” is a summary of two technical memorandums that were developed over the course of the project:

- Technical Memorandum 1: Data Findings, Opportunities and Constraints Mapping
- Technical Memorandum 2: Alignment Opportunities and Constraints

Part 1 covers the Morris Canal Greenway Vision and Goals that were crafted with the help of a project Steering Committee. A description of the public outreach efforts conducted throughout plan development is also included. Part 1 provides an overview of the methodology and route selection process, and presents both the proposed long-term and short-term alignments.

Part 2, “Design Guidelines,” suggest materials, furnishings and design treatments to consider as greenway development advances. These concepts are intended as a guide for those who design each greenway.
The Morris Canal Greenway Plan

Regional Significance

The Morris Canal Greenway can connect bicycle and pedestrian facilities within Jersey City, such as the paths in Lincoln Park, the East Coast Greenway, the Liberty-Water Gap Trail, the Hudson River Waterfront Walkway, the City’s growing on-street bicycle network, and the planned park and walkway along the Hackensack River. Furthermore, there may be opportunities to connect the Morris Canal Greenway beyond Jersey City. There has been a long-standing effort to establish a contiguous greenway across the state of New Jersey along the 102 mile path of the historic Morris Canal. Various municipalities and counties across the state have created public spaces along the path of the Morris Canal.

Creating a greenway on the former Morris Canal will benefit residents and visitors alike. Greenways support healthy lifestyles and improve communities by providing not only recreation and transportation opportunities, but also by influencing economic and community development. The Morris Canal Greenway Steering Committee identified these benefits from developing the greenway:

- Improved public health from expanded recreational amenities and access to open space
- Growth in the number of residents walking and bicycling for recreation and transportation
- Greater awareness of existing attractions and the creation of a new destination
- Renewed connection between the community and its history
- Preservation of culturally and historically valuable sites
- Restoration and enhancement of the natural environment through green infrastructure
- Support the local economy by attracting visitors interested in heritage and ecotourism
- Connections within Jersey City and between the City and the surrounding communities

The Morris Canal – A Waterway through the City

In operation between 1831 and 1924, the Morris Canal stretched 102 miles across New Jersey connecting the coalfields of northeastern Pennsylvania with northern New Jersey’s iron industry, major industrial cities, and the New York City markets. In 1831, the Morris Canal terminated in Newark at the Passaic River, but was extended through Jersey City in 1836. The Morris Canal in Jersey City traveled around the upland Palisades formation in the southern half of the city and joined the Hudson and Hackensack Rivers. The Canal brought goods from Pennsylvania and northern New Jersey to the Hudson River Waterfront. It also brought new business and industries to Jersey City.

The Morris Canal was an engineering marvel of its time. Although flat through Jersey City, a system of 23 lift locks and 23 inclined planes enabled the Canal to overcome 1,674 feet of elevation change across northern New Jersey, more than any other transportation canal in the world. Its inclined planes served as a model for engineers from around the world. The Canal's historic engineering artifacts have been captured in the Historic American Engineering Record, a program established by the National Park, the American Society of Civil Engineers, and the Library of Congress to document historic mechanical and engineering artifacts.

Competition from faster, more efficient railroads at the end of the 19th century led to the Canal’s decline, and eventually to its closing in the 1920s. The Morris Canal was crucial to the economy and development of northern New Jersey and is a significant historic feature of the State. In Jersey City, all sections of the Canal are listed on the State and National Registers of Historic Places.

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- Preservation of culturally and historically valuable sites
- Restoration and enhancement of the natural environment through green infrastructure
- Support the local economy by attracting visitors interested in heritage and ecotourism
- Connections within Jersey City and between the City and the surrounding communities
The purpose of the third meeting was to review and discuss the draft Design Guidelines, present an overview of the draft Interpretive Development Plan, explain the revised proposed short-term and long-term alignments, and talk about implementation strategies.

The purpose of the fourth and final steering committee meeting was to review the final draft plan and implementation strategies and prepare for the second public workshop. Meeting memoranda for all steering committee meetings are in the appendices of this report.

Stakeholder Interviews
Interviews with key stakeholders were conducted during the development of the Interpretive Development Plan to obtain insights about interpretive resources and themes. Discussions were held with representatives from Liberty State Park, Canal Society of New Jersey, the New Jersey Room of the Jersey City Free Public Library, New Jersey Room, Jersey City Economic Development Corporation, and the Jersey City Landmarks Conservancy. These conversations provided insight into historical context and related local activities and organizations.

Focus Group Meetings
During a project, it is important to reach out to specific populations and agencies that may have special concerns and interests related to the project. Two targeted meetings/focus groups were held during the project's planning process with representatives of City offices and agencies. The purpose of the first focus group meeting was to finalize the long-term route, including refining the greenway alignments through redevelopment plan areas and city properties. Potential obstacles were identified and the status of redevelopment and city projects were discussed. The second focus group meeting was a discussion of potential appropriate actions, responsible parties, time frame, and phasing for implementation. The participants' input helped craft a feasible strategy for implementation that considers constraints and opportunities.

Public Input
Project Website (www.jacccgreenways.org)
A project website was used to extend the reach of community involvement. The website served as a repository of information, a venue for discussion, and a place to get the latest project updates and news. Steering Committee meeting memos, public meeting notices, and draft work products were posted on the website. An interactive map permitted the public to identify specific locations and make notes and comments about that location to inform the plan. Another important feature of the website was the ability to subscribe to the website for automatic notification when new materials are available.
Public Meetings

Two public outreach meetings were held over the course of the project. The first public workshop was held on October 3, 2012, to introduce the project to the public and to provide an opportunity for public input on the alignment options, future design, and any other perspectives that might inform the development of the plan. The workshop was divided into three formats – open house, presentations, and interactive mapping exercise. The meeting formats gave opportunities for both one-on-one and group discussion. In addition, attendees were provided with comment sheets.

A second public meeting was held on May 15, 2013, to review the draft final report, including the Design Guidelines and the implementation strategies. The emphasis of the meeting was on "getting the word out" and generating public enthusiasm for the Morris Canal Greenway and an understanding of how it will look, how it will be constructed, and ways to participate in the process. The format of the second public meeting was an open house with a formal presentation midway.

The meetings were advertised on the project website, the City’s website, and on the cultural calendar of the Jersey City Independent online newspaper. Display ads were published in The Jersey Journal. Steering Committee members distributed information and extended invitations to the organizations they represented. Flyers were prepared and distributed. The City issued press releases to announce the meetings.

Workshop materials were available in English and Spanish.
Table 6: Implementation Segments of the Long-Term Alignment

<table>
<thead>
<tr>
<th>Segment Name</th>
<th>Length in Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Hackensack River to Route 440</td>
<td>1,920</td>
</tr>
<tr>
<td>2 Route 440 between Clendenny Avenue and Danforth Avenue</td>
<td>6,600</td>
</tr>
<tr>
<td>3 Route 440 and Danforth Avenue to JFK Bridge and Mercer Park</td>
<td>5,850</td>
</tr>
<tr>
<td>4 Hudson County’s Mercer Park</td>
<td>750</td>
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<td>5 Mercer Park and Merritt St to Danforth Transit Village Redevelopment Plan Area</td>
<td>6,900</td>
</tr>
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<td>6 Danforth Transit Village Redevelopment Plan Area</td>
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<td>7 Clarendon Industrial Redevelopment Plan Area</td>
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<td>9 Berry Lane Park</td>
<td>2,090</td>
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<td>10 Communipaw Avenue to Van Horno Street around Whitlock Cordage Complex</td>
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</tr>
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<td>12 Grand Jersey Redevelopment Plan Area</td>
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<td>13 Liberty Harbor North Redevelopment Plan Area</td>
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<td>14 HRWW to the Morris Canal Section of Liberty State Park and Colgate Park</td>
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<td><strong>Total</strong></td>
<td>14,955, or 2.8 mi.</td>
</tr>
<tr>
<td><strong>or 2.8 mi. or 5.7 mi.</strong></td>
<td>44,886, or 8.5 mi.</td>
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Segment 1: Hackensack River to Route 440
- The long-term greenway alignment through this section follows the historic canal path on top of Clendenny Avenue Extension, a paper street.°
- The City’s 2008 Recreation and Open Space Master Plan identifies the parcel immediately to the north of the Clendenny Avenue Extension in the list of “Acquisition Recommendations to Create New City Parks” (pg. 139).
- The Locally Preferred Alternative (LPA) identified in The Route 440/Routes 1&9T Multi-Use Urban Boulevard and Through Truck Diversion Concept Development Study includes developing part of the Clendenny Avenue Extension into a street.

Impelementation Notes:
- Alignment goes partly through the future site of the Hackensack River Greenway Park.
- The City’s 2008 Recreation and Open Space Master Plan recommends reconstructing the western entry/exit portion of the canal as part of the Hackensack River Greenway Park. In order to remain 100% off-street, the alignment may have to move north of the historic canal alignment through the area recommended as part of the Hackensack River Greenway Park Expansion.
- Environmental permitting will be required due to the presence of wetlands.

Segment 2: Route 440 between Clendenny Avenue and Danforth Avenue
- The proposed long-term alignment through this section follows the historic canal path on top of Route 440.
- The Route 440/Routes 1&9T Multi-Use Urban Boulevard and Through Truck Diversion Concept Development Study identifies an LPA for this section of Route 440 that includes 12’ wide sidewalks and a buffered two-way bike lane (cycle track) in each direction of travel.
- The greenway would connect to the planned New Jersey City University west campus expansion, the Bayfront Redevelopment Plan area, as well as other proposed development along the Route 440 corridor.

° A paper street is a street that appears on maps but does not exist in reality. The Clendenny Avenue extension appears on the City’s tax maps.
**Morris Canal Greenway Plan**

**Implementation Notes:**
- This segment will be included as part of the future reconstruction of Route 440 as a multi-use urban boulevard. It is considered off-street based on the separated bicycle facility presented in the conceptual plan.

**Route 440 Boulevard Concept Section Detail**

**Segment 3: Intersection of Route 440 and Danforth Avenue to John F. Kennedy Boulevard and Mercer Park**
- This section of the proposed alignment is the same for both the short-term and long-term.
- The alignment follows Danforth Avenue, Sullivan Drive, Bartholdi Avenue and JFK Blvd.
- Possible connections include Columbia Park, Our Lady-Mercy Catholic School, and bus stops along JFK Blvd.
- The historic Morris Canal alignment is located through the Country Village neighborhood along this segment. Routing the greenway off-street on top of the historic canal alignment might be considered in the future pending public support.

**Implementation Notes:**
- A contraflow bicycle lane should be considered to accommodate eastbound bicycle traffic on Bartholdi Avenue, which is one way westbound between JFK Boulevard and Romar Avenue.

**Segment 4: Hudson County’s Mercer Park**
- This segment of the greenway is the same for the short- and long-term proposed alignments.
- This segment of the proposed greenway travels alongside, approximately 40' west of the historic canal along an existing off-street path through Hudson County’s Mercer Park.

**Implementation Notes:**
- This park could be a candidate for an interpretive exhibit.

**Segment 5: Mercer Park and Merritt Street to Danforth Transit Village Redevelopment Plan Area**
- This segment of the greenway is the same for the short-term and long-term proposed alignments.
- The route continues north of the historic canal ROW along the local street network utilizing Merritt Street, Gates Avenue, Seaview Avenue, Princeton Avenue, and Linden Avenue.

**Implementation Notes:**
- Provides connections to the City of Bayonne, Mercer Park, and the Danforth Avenue Light Rail station.
- There are plans to reconstruct the NJ Turnpike 14A exit, which may be an opportunity to include pedestrian and bicycle access to the Fiddler’s Elbow section of the original Morris Canal alignment in this area.
- A contraflow bicycle lane along the south side of Gates Avenue could be used to accommodate two-way bicycle travel as an alternate to routing the greenway along the one-way couplet of Gates and Seaview Avenues.
**Segment 6: Danforth Transit Village Redevelopment Plan Area (Chaple Ave to Chapel Ave)**

- The Morris Canal historic alignment is located in the center of the Danforth Transit Village Redevelopment Plan area. Therefore, the greenway alignment has been moved one parcel east of the historic alignment in order to maintain development potential.

**Segment 7: Claremont Industrial Redevelopment Plan Area (Chapel Avenue to Bayview Avenue)**

- This segment of the proposed long-term route is located entirely within the Claremont Redevelopment Plan Area.
- Like the Danforth Transit Village Redevelopment Area, the historic canal alignment is located in the middle of the Claremont Industrial Redevelopment Area. Therefore, the alignment through a third of this section has also been moved to the east of the historic canal in order to maintain development potential.
- Remnant concrete abutments and piers of the bridge built during the early 20th century to carry the Lehigh Valley Railroad's National Docks Railway over the canal offer an opportunity for historic interpretation.

**Implementation Notes:**
- A new crossing of the Hudson-Bergen Light Rail is required. If the rail crossing cannot be created, a new alignment through this segment would have to be proposed.
- The remnant concrete abutments and piers of the bridge have potential as an interpretive site.

**Segment 8: Canal Crossing Redevelopment Plan Area (Bayview Avenue to the HBLR tracks)**

- The long-term greenway alignment follows the historic canal path through this segment.
- The path leaves the historic canal alignment in order to get around the Hudson Bergen Light Rail embankment between the Canal Crossing Redevelopment Area and Berry Lane Park to the north. The light rail embankment includes a 54" water main that prevents the greenway from going through. Therefore, the greenway will need to be routed to Garfield Avenue for approximately 60 feet to get around the embankment. It is proposed that the sidewalk along Garfield Avenue be at least 10', preferably 13' wide in order to accommodate both pedestrians and bicyclists.

**Implementation Notes:**
- According to the Jersey City Redevelopment Agency website, "a prime open space feature of the Canal Crossing neighborhood will be the creation of 'Canal Way', an expansive green way built over the former bed of the Morris Canal. A site-wide infrastructure plan, including consideration of a new street grid (including Canal Way), open space, grading, stormwater management, and utilities is under development.

**Segment 9: Berry Lane Park (HBLR tracks to Communipaw Ave)**

- The long-term greenway alignment follows the historic canal path closely through Berry Lane Park.

**Implementation Notes:**
- Berry Lane Park is currently under construction. Design plans include an off-street greenway facility.
Segment 10: Whitlock Cordage (Communipaw Ave, to Van Hornes St)
- After crossing Communipaw Avenue at an unsignalized location, the long-term alignment continues off-street on top of the historic canal ROW behind the Whitlock Cordage Complex. Then, the greenway continues along the northern edge of Lafayette (Ercel Webb) Park.
- The greenway must leave the historic canal ROW because the Jersey City Regional Day School is built on top of the historic canal ROW.

Implementation Notes:
- The alignment crosses Communipaw Avenue at an unsignalized location. When designing a crossing it is important to ensure that drivers are aware of the presence of greenway users and that greenway users are aware they are crossing a roadway. This can be accomplished with signage, striping, median refuges and/or signals. An engineering study is required before improvements to crossings are made.
- The Jersey City Redevelopment Agency (JCRA) has surveyed and planned the segment of the greenway that travels around the Whitlock Cordage Complex. The Whitlock Cordage Complex was developed on the canal in 1855 and could be a potential site for historic interpretation.
- Maple Street, along the northern edge of the park, is one-way westbound.

Segment 11: Van Hornes and Maple Streets to Grand Jersey Redevelopment Plan Area
- The long-term alignment through this section utilizes the existing sidewalk located on top of the former Morris Canal alignment through Lafayette Village, a Jersey City Housing Authority community.
- The path crosses Pacific Avenue at an unsignalized location near the National Docks Railway/Morris Canal and Pacific Avenue Bridge. This steel truss bridge was completed in 1909 to carry the Lehigh Valley Railroad's National Docks Railway over the Morris Canal and Pacific Avenue.

Implementation Notes:
- In order to accommodate both pedestrian and bicyclist traffic, the existing sidewalk through Lafayette Village should be widened to a preferred minimum width of 10'.
- The crossing at Pacific Avenue is unsignalized. An engineering study is required before improvements to crossings are made.
- The greenway travels under the Turnpike Extension.

Segment 12: Grand Jersey Redevelopment Plan Area (Under the Turnpike Extension to Jersey Avenue)
- The proposed alignment will follow the proposed street grid for the Redevelopment Area.
- Destinations in this segment include the Jersey City Medical Center and Liberty State Park.

Implementation Notes:
- It is recommended that the street grid include bicycle and pedestrian facilities separated from motor vehicle traffic.

Segment 13: Liberty North Redevelopment Plan Area (Jersey Avenue to the Hudson River Waterfront Walkway)
- After crossing Jersey Avenue at an unsignalized intersection, the greenway alignment enters the Liberty Harbor North Redevelopment Plan Area.
- Through this area, the long-term alignment will parallel the Hudson Bergen Light Rail tracks to the south before sharing an alignment with the Hudson River Waterfront Walkway (HRWW).

Implementation Notes:
- This section will require a new at-grade crossing of the light rail tracks at Jersey Avenue.
- The existing path should be widened to a minimum of 10'.
- There is an existing outline of a full-size canal boat in the pavement along the harbor at the beginning of the HRWW. This interpretive site could be augmented.
Morris Canal Greenway Plan

Segment 1: Hudson River Waterfront Walkway (HRWW) to the Morris Canal Section of Liberty State Park and Colgate Park

- It is proposed that the Morris Canal Greenway utilizes the completed HRWW before entering the Morris Canal Section of Liberty State Park.
- While the former Morris Canal path is located north of the proposed long-term alignment along Dudley Street, the HRWW was chosen as the proposed route because there is an existing off-street facility.
- Based on input from the Steering Committee, it was determined that both Colgate Park and the Morris Canal Section of Liberty State Park should serve as the eastern terminus of the Morris Canal Greenway in Jersey City. Adding this terminus provides a stronger connection to the HRWW.

Implementation Notes:
- The HRWW segment connecting Washington Street to Colgate Park is currently under construction.
- Dudley Street should be acknowledged as the historic canal ROW, possibly through an interpretive site or signage.
- The Morris Canal Section of Liberty State Park, as the terminus of the Morris Canal Greenway in Jersey City as well as the statewide Morris Canal ROW, should be improved and featured as a destination.

Securing Right-of-Way

Short-Term Alignment

The Morris Canal Greenway Plan proposes a short-term alignment that is almost entirely on public streets. The processes to establish bicycle and pedestrian facilities associated with the greenway can be developed in conjunction with implementation of the recommendations developed by the Jersey City Bike Infrastructure Working Group of September 2012. The Working Group was formed by the City to develop a comprehensive bike program, including 35 miles of bike lanes and 19 miles of shared lanes. Implementing the on-street alignment requires that the route be made as bicycle-friendly as possible, with separate facilities for bicycling and continuous sidewalks and pathways with pedestrian-friendly street crossings at intersections.

Because the short-term alignment does not require right-of-way (ROW), this phase can be established quickly and will help to raise public awareness of the long-term plans to develop the Morris Canal Greenway. The on-street alignment is an opportunity to begin “branding” the greenway, giving it a unique identity that is immediately recognizable. The plan’s Design Guidelines suggest some strategies to brand the Morris Canal Greenway, such as formally adopting a set of guidelines for a logo and distinctive design elements for both bicyclist and pedestrian wayfinding. The short-term alignment presents the opportunity to apply strategies for recognizing and interpreting Morris Canal history through exhibits, markers, and public art.

The short-term alignment also includes an off-road segment in Berry Lane Park. The Berry Lane Park property is already in public ownership; owned by the city, it is currently under construction. This is a tremendous opportunity to begin establishing the Morris Canal Greenway brand for off-street segments, showcasing the greenway and making the public aware of plans for a city-wide greenway.

Long-Term Alignment

The Morris Canal Greenway Plan proposes a long-term alignment that is as close as possible to the canal’s original alignment while taking into account opportunities that would facilitate implementation (e.g., making use of parks and public right-of-ways) or constraints that would deter implementation (e.g., impacting wetlands, new railroad crossings). The entire length is approximately 8.5 miles, with 40% on the historic canal ROW, 57% off-street, and 36% in redevelopment plan areas.

The draft plan was prepared with the expectation that the proposed long-term greenway alignment would be adjusted over time as development occurs. There will need to be flexibility in the process. The location of the greenway will be finalized (and constructed) on a case-by-case basis over time, and the alignment may need to shift to a more practical location. The intent is to maintain a continuous alignment while minimizing the bifurcation of parcels into sites that are unattractive or impossible to develop.
Bikeways Application 2019
BIKE-2019-Jersey City Morris Canal Greenway -00061
Total Estimated Cost of Improvement

Construction Cost: $529,100.00

Please attach a Detailed Construction Cost Estimate
(Word, Excel, or PDF format please)


Design Engineering: $52,910.00
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-of-Way: $0
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: $79,365.00
(15% of the final allowable construction cost maximum)

Total Estimated Cost: $661,375.00

Total Requested Amount $661,375.00
# Morris Canal Greenway
## Segment 3

**Prepared By:** Ben Delisle

### Preliminary Construction Cost Estimate - Segment 3

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*Total Construction Cost: $1,199,978.00*

Mobilization (6% total of all other items)

1 LS $1.00 $71,096.50

Construction management (4% total of all other items)

1 LS $1.00 $47,990.00

*Total Construction Cost: $1,319,972.50*
Bikeways Application 2019
BIKE-2019-Jersey City Morris Canal Greenway -0061
Applicant Information

Name of Grantee: Jersey City

Organization Address
Jersey City
280 Grove Street
Jersey City, NJ 07302-3610
Phone: (201) 547-5150

Email Address:

Federal Tax Identification Number: 226002013
Vendor Number: 226002013-00
Vendor Unit: CITY OF JERSEY CITY
Vendor Unit Address
ATTN BUDGET OFFICE
280 GROVE ST, RM 208
JERSEY CITY, NJ 07302

Application Initiation Date: 09/28/2018

Check here if the applicant information displayed below is inaccurate. Enter the updated information in the boxes provided.

Municipality applicants should update Mayor, Clerk and Municipal Engineer Information. County applicants should update County Executive/Freeholder Director, Clerk and County Engineer information.

Mayor Information

Update information here:
First Name: Steven
Last Name: Fulop
County: Hudson
Municipality: Jersey City
Address 1: City Hall
Address 2: 280 Grove Street
City: Jersey City
State: NJ
Zip: 07302
Phone: 201-547-5200
E-Mail: fulops@jcnj.org
Clerk Information

First Name: Robert
Last Name: Byrne
County: Hudson
Municipality: Jersey City
Address 1: City Hall
Address 2: 280 Grove Street
City: Jersey City
State: NJ
Zip: 07302
Phone: 201-547-5150
E-Mail: rbyrne@jcnj.org

Municipal Engineer

First Name: Joe
Last Name: Cunha
County: Hudson
Municipality: Jersey City
Address 1: Municipal Services Complex
Address 2: 13-15 Linden Avenue East
City: Jersey City
State: NJ
Zip: 07305
Phone: 201-547-4411
E-Mail: jcunha@jcnj.org

County Executive/Freeholder Director

First Name:
Last Name:
County:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
E-Mail:

County Engineer

First Name:
Bikeways Application 2019
BIKE-2019-Jersey City Morris Canal Greenway -00061

Applicant Information

Last Name:
County:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
E-Mail:
Title of presiding officer who will be signing this application/agreement: Steven Fulop, Mayor.

Please Click here download the attached Resolution/Agreement, complete, sign/seal and submit three (3) originals to the Local Aid District Office after your application has been submitted through NJDOT SAGE. Failure to submit this document within 30 days of your application submission date may jeopardize funding participation from NJDOT.
RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2019 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY

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

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2019 Safe Streets to Transit Program that must be completed and submitted through the System for Administering Grants Electronically (SAGE) on or before October 8, 2018; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation has prepared and submitted an electronic grant application to make pedestrian safety improvements on Fairmount Avenue between Bergen Avenue and Summit Avenue; and

WHEREAS, the City is requesting funding from the NJDOT 2019 Safe Streets to Transit Program for the primary purpose to make qualified pedestrian safety improvements to sidewalks and intersections leading to local public transportation bus stops including accessibility improvements identified in the Walkability Audit for Bergen Communities United; and

WHEREAS, the City agrees that it shall be required to appropriate capital funds for State non-participating items such as police salary hours and/or other ineligible costs of the project; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the pedestrian safety improvements;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it ratifies and approves the submission of a grant application for the above stated project;

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as SST-2019-Fairmount Avenue Safety Improvements-00049 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Approved:

JOSÉ R. CUNHA, P.E., C.M.E.
DIRECTOR OF JC ENGINEERING
RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2019 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY

Certified as a true copy of the Resolution adopted by Council,
On this day of , 2018

City Clerk
Robert Byrne

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

ATTEST and AFFIX SEAL

City Clerk
Presiding Officer
Robert Byrne, Mayor of Jersey City

APPROVED:
Joseph C. Bova
Business Administrator

APPROVED AS TO LEGAL FORM:
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
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<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<th>NAY</th>
<th>N.V.</th>
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<td>BOGGIANO</td>
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<td>WATTERMAN</td>
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<td></td>
<td>✓</td>
<td>LAVARRO, PRES</td>
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✓ Indicates Vote
N.Y.-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 RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION UNDER THE 2019 SAFE STREETS TO TRANSIT PROGRAM FOR THE CITY OF JERSEY CITY

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Jose R. Cunha, C.M.E., P.E.</td>
<td>Municipal Engineer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4411</td>
<td><a href="mailto:josuha@jcnj.org">josuha@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The FY2019 State-funded Safe Streets to Transit Program (the “Program”), administered by the New Jersey Department of Transportation’s (NJ DOT) Pedestrian Safety Initiative provides funds to counties and municipalities for improving access to transit facilities and all nodes of public transportation. The City of Jersey City (“City”) wishes to apply for these grant funds in the amount of $531,250.00 to improve overall safety and accessibility for pedestrians at the Fairmount Avenue Safety Improvement. The City proposes reconstruction of damaged concrete curbs and sidewalks construction of ADA compliant handicap ramps, replacement of existing pavement at crosswalks and re-striping of crosswalks, improvements to street lighting, installation of new regulatory signs, thermoplastic lane striping and traffic symbols for bus stops and other associated work. These improvements will achieve the City’s goal of creating a city-wide pedestrian-friendly environment, and encourage transit users to walk to mass transit stations.

Cost (Identify all sources and amounts)

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Construction Estimate</td>
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<tr>
<td>Professional Design Services</td>
<td>$42,500.00</td>
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<tr>
<td>Const. Mgmt/Inspection/Testing</td>
<td>$63,750.00</td>
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<tr>
<td>GRANT APPLICATION TOTAL REQUEST</td>
<td>$531,250.00</td>
</tr>
</tbody>
</table>

There is no required City Match. Capital money may be used to supplement the grant allotment.

Type of award Grant Application

If “Other Exception”, enter type

I certify that all the facts presented herein are accurate.

Jose R. Cunha, P.E., C.M.E.,
Director of Engineering

Brian D. Platt, Business Administrator
Department Director
MEMORANDUM

DATE : October 3, 2018

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

FROM : Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering

SUBJECT : Resolution to Ratify Application to New Jersey Department of Transportation 2019 Safe Streets to Transit Program for Pedestrian Safety Improvements

Attached for your consideration is a resolution ratifying the submission of an electronic grant application to the New Jersey Department of Transportation ("NJDOT") for the 2019 Safe Streets to Transit Program and the execution of a grant agreement to be identified as SST-2019-Fairmount Avenue Safety Improvements-00049.

The primary purpose of the application is to seek state transportation funding to make improvements to pedestrian safety and accessibility on Fairmount Avenue for mass transit riders walking to transit facilities. The City's 2019-SST application is requesting $531,250.00 for the proposed project. The limits and scope of project will be determined by the availability of funds from the NJDOT. As pedestrian safety continues to be of primary importance to the City and its residents, we respectfully ask for your continued support of applications for state aid program.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk
Brian D. Platt, Business Administrator
Donna Mauer, Chief Financial Officer
Melissa Kozakiewicz, Grant Coordinator
Andrew Vischio, Director of Traffic and Transportation
Dawn Odom, Supervising Administrative Analyst
Local Aid and Economic Development Overview

What's New
Funding Programs
Recent Grant Recipients

State Funded Programs

Municipal Aid
County Aid
Local Aid
Infrastructure Fund
Bikeways
Safe Streets to Transit
Transit Village
Local Bridges,
Future Needs
Local Freight
Impact Fund (LFIF)
Federally Funded Programs
Transportation Infrastructure
Bank Fund
Federal Eligibility
Requirements
Publications
Forms and Applications
District Offices

Local Aid
and Economic Development

Municipal Aid

FY 2019 Grant Solicitation – State Aid Programs

The Division of Local Aid is currently accepting application for following State Aid program through SAGE.

- Municipal Aid
- Transit Village
- Bikeways
- Safe Streets to Transit

Application Deadline: October 8, 2018

The Municipal Aid program is a competitive program intended to provide municipalities with transportation based grants to supplement their transportation programs. Starting in FY2018 the Transportation Trust Fund (TTF) will provide $400 million in State Aid to municipalities and counties for local transportation improvements. Of that amount the Municipal Aid Program will be funded at level of $140 million. Additionally $10 million is allotted for municipalities qualifying for Urban Aid under P.L. 1978 c.14 (N.J.S.A. 52:27D-178 et seq.,). The individual allotments to qualifying municipalities are based on proportions determined by the Department of Community Affairs.

Each fiscal year, the New Jersey Department of Transportation (NJDOT) issues a solicitation announcement to municipalities inviting them to apply for funding for their specific project needs. The Municipal Aid Program is administered consistent with the language and formula distribution contained within the TTF legislation that allocates funds by county based a formula that considers population and municipal roadway miles.

Municipalities can apply for projects for Municipal Aid within one of the 7 categories below:

- Bikeway
- Primary project purpose is for constructing new bikeways (e.g.
- Bridge Preservation
  - Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).

- Mobility
  - Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, signal optimization).

- Pedestrian Safety
  - Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).

- Quality of Life
  - Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.

- Roadway Preservation
  - Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).

- Roadway Safety
  - Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, and striping).

All applications for the Municipal Aid Program are to be submitted online through System for Administering Grants Electronically (SAGE). Each district office will review applications within their designated geographic area for completeness, make a field investigation, evaluate and assign a rating to each project. Applications receive points based on various criteria including existing conditions, Average Daily Traffic (ADT), safety improvements, and access to services to public. Other important criteria include the municipality's special designation, whether the municipality has received an allotment within the last three years, and the municipality's award and close-out performance on previously awarded State grants.

Projects for which online applications have been submitted are presented to a screening committee comprised of municipal engineers and NJDOT staff appointed by the Commissioner. The committee evaluates the projects presented and makes recommendations to the Commissioner of Transportation for consideration and approval. The State pays 75% of the funds at the time of award concurrence and the remainder on a reimbursement basis after acceptance by the municipality and the State of the work completed.
Additional information can be found in Municipal Aid Handbook and State Aid Handbook.

- Application for Funding (SAGE)
- FY 2018 Municipal Aid Grant Recipients (pdf 98k)
- Municipal Aid Regulations (Adopted April 16, 2014) (pdf 69k)
- Special Provisions and State Aid Projects (pdf 95k)
- Special Provisions, Baseline Document Changes and Pay Items
- State Aid Handbook (pdf 95k)
- Municipal Aid Handbook (pdf 63k)

You will need Adobe Acrobat Reader to view the PDF files which is available at our state Adobe Acrobat Access page.
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian Safety

**Total Estimated Cost of Improvement**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>Design Engineering:</td>
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<td></td>
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<tr>
<td>Right-of-Way:</td>
<td>$0</td>
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Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian Safety

**Type of Improvement: 1**

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<thead>
<tr>
<th>Infrastructure</th>
<th>Purpose</th>
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<tbody>
<tr>
<td></td>
<td>[✓] Pedestrian Safety</td>
</tr>
</tbody>
</table>

Is the Project within 1 mile radius of the transit station, stop or terminal? [✓] Yes [ ] No
Project Name: Fairmount Avenue Safety Improvements

Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download the excel spreadsheet here, fill it out and attach it below.

Project Title: Fairmount Avenue Safety Improvements

From: Bergen Avenue

To: Summit Avenue

Project Distance (Miles): 0.4
Grant Application for State Aid to Counties and Municipalities

Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian_Safety

Project Location

County to filter by: Hudson County

Municipalities: Jersey City
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian Safety

Scope Of Work

The City of Jersey City is requesting FY2019 Safe Streets to Transit grant funding for improvements on Fairmount Avenue between Summit Avenue and Bergen Avenue. This corridor is a highly traveled route to NJ Transit Bus (Routes 6 and 87) for a large number of daily commuters. The roadways within the project limits currently prioritize vehicular travel, resulting in unsafe and dangerous conditions for pedestrians seeking to access the five bus stops along the corridor.

The scope of work includes:

- Intersection safety improvements: Redesign intersection at Fairmount Avenue, Storms Avenue, and Summit Avenue, including the restriping of crosswalks and installation of curb extensions. This work is a precursor to eventually closing Storms Avenue to vehicle traffic between Summit Avenue and Fairmount Avenue to create a community park area that enhances the pedestrian experience accessing transit in the neighborhood.
- Sidewalk widening and repair: Repair sidewalks (1,800 linear feet) along Fairmount Avenue from Bergen Avenue to Summit Avenue at prevailing sidewalk width or minimum 5' clear.
- Sidewalk construction: Construct new sidewalk at locations where sidewalk is either missing or in disrepair.
- Truncated dome pavers: Install truncated dome pavers on the approaches to large driveways at surface parking lots (7 driveways total).
- Pedestrian scale lighting: Install lighting along entire length Fairmount Avenue between Summit Avenue and Bergen Avenue.

This Safe Streets to Transit project is being proposed to create safer conditions for pedestrian travel to and from transit within the McGinley Square neighborhood of Jersey City. This neighborhood is replete with local businesses, houses of worship, schools, and community centers, all of which results in high pedestrian traffic. The area is also a rapidly growing and increasingly popular destination for renters, anchored by the redevelopment of the former Jersey City Medical Center into the mixed-use, 1,200-unit Beacon Apartment Complex.

A plurality of McGinley Square’s residents relies on non-vehicular forms of transportation: according to the United States Census Bureau’s 2015 American Community Survey, 43.8% of households in the McGinley Square neighborhood do not own or have access to a personal vehicle, and 44.7% of households utilize public transit to travel to and from work. As the closest PATH station (Journal Square) and closest Hudson-Bergen Light Rail stop (Garfield Avenue) are both over a mile away from the project area, the community is heavily dependent on NJ Transit Bus routes to commute to work, school, and other destinations. The City therefore designed the proposed improvements to create safer routes to these bus stops for the approximately 6,500 neighborhood residents who utilize public transit every day, as well as those traveling to and from McGinley Square for work and recreation.

This project aligns with and advances both the City’s “Vision Zero” initiative, which seeks to eliminate traffic fatalities in Jersey City by 2026, and recommendations made in recent plans to promote sustainable transportation citywide. The City’s Vision Zero Task Force—which includes representatives from the Division of Engineering, the Division of Planning, the Law Department, and the Jersey City Police Department, among others—has identified and seeks to redesign roadways in Jersey City that prioritize vehicular travel and fail to maximize pedestrian safety. Concurrently, the City has also developed a Pedestrian Enhancement Plan and
is working with a consultant to complete its Bike Master Plan. Together, these plans lay out a strategic framework to encourage walking and cycling and create a safer and more sustainable transit-oriented city. This project achieves these vital goals and accelerates the City’s progress towards ending traffic fatalities in Jersey City.
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian_Safety

Scope Of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

Note: All information must be clear and legible with street names labeled.

You may include photos with your application by uploading them here:

Does this project include a traffic signal? [ ] Yes [✓] No
If Yes, Please attach authorization to design or install if available.

Will the project meet AASHTO standards? [✓] Yes [ ] No
If No, list Design Exceptions below
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian_Safety

Safe Streets to Transit Data Sheet

| [ ] | New Sidewalk |
| [ ] | Pedestrian Walkway |
| [ ] | Pedestrian Overpass |
| [ ] | Pedestrian Underpass |
| [ ] | Pedestrian Bridge |
| [ ] | Crosswalk |
| [ ] | Sidewalk Replacement |
| [ ] | Traffic Signal |
| [ ] | Signage |
| [ ] | Warning Devices |
| [ ] | Traffic Calming |
| [✓] | Intersection Improvement |
| [ ] | Lighting |

Is the proposed pedestrian project located within 0.5 mile radius of transit station, bus stop, or ferry terminal? [✓] Yes [ ] No

Does the project improve hazardous conditions and/or remove barriers for pedestrians at street crossings on the pedestrian route to the transit node? [✓] Yes [ ] No

Does the project improve overall safety along existing pedestrian walkway or path to the transit node? [✓] Yes [ ] No

Does the project improve pedestrian access and network connectivity by:
- Providing a pedestrian route where there is none? [✓] Yes [ ] No
- Adding missing segments of walkways? [✓] Yes [ ] No

Is the transit stop part of a walking route to a public or private school located within the one (1) mile radius? (If so, show on location map on Scope of Work page) [✓] Yes [ ] No

Have there been any reported accidents or incidents involving pedestrians within the project limits within the last three years? [ ] Yes [✓] No

If yes, please attach police report(s) here:
https://njsage.intelligrants.com/_Upload/1892587_1533406-FairmontAvenuecrashreports.pdf

Is the project incorporated in a State, county or municipal transportation plan or in a county or municipal master plan? [✓] Yes [ ] No

If so, please attach a copy of the relevant page(s) and document title page:

Is the applicant providing matching funds and/or drawing upon other funding sources for this project? [ ] Yes [✓] No

(Please indicate amount on Total Estimated Cost of Improvement page within the Detailed Construction Cost Estimate)
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian_Safety

Safe Streets to Transit Data Sheet

Has the sponsor undertaken other safety improvements utilizing their own resources to which this project is linked? (if so, please indicate specific projects in scope of work section) [✔] Yes [ ] No

Has the applicant adopted a Complete Streets policy or resolution? [✔] Yes [ ] No
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian Safety

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Grant Application for State Aid to Counties and Municipalities  
Safe Streets to Transit 2019  
SST-2019-Fairmount Avenue Safety Improvement-00049  
Pedestrian Safety

Applicant Information

Name of Grantee: Jersey City

Organization Address
Jersey City  
280 Grove Street  
Jersey City, NJ 07302-3610  
Phone: (201) 547-5150

Email Address:

Federal Tax Identification Number: 226002013
Vendor Number: 226002013-00
Vendor Unit:  
Vendor Unit Address

Application Initiation Date: 09/28/2018

Mayor Information

First Name: Steven  
Last Name: Fulop  
County: Hudson  
Municipality: Jersey City  
Address 1: City Hall  
Address 2: 280 Grove Street  
City: Jersey City  
State: NJ  
Zip: 07302  
Phone: 201-547-5200  
E-Mail: fulops@jcnj.org

Clerk Information

First Name: Robert  
Last Name: Byrne  
County: Hudson  
Municipality: Jersey City  
Address 1: City Hall  
Address 2: 280 Grove Street  
City: Jersey City  
State: NJ
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian Safety

Applicant Information

Zip: 07302
Phone: 201-547-5150
E-Mail: rbyrne@jcnj.org

Municipal Engineer

First Name: Joe
Last Name: Cunha
County: Hudson
Municipality: Jersey City
Address 1: Municipal Services Complex
Address 2: 13-15 Linden Avenue East
City: Jersey City
State: NJ
Zip: 07305
Phone: 201-547-4411
E-Mail: jcunha@jcnj.org

County Executive/Freeholder Director

First Name: 
Last Name: 
County: 
Municipality: 
Address 1: 
Address 2: 
City: 
State: 
Zip: 
Phone: 
E-Mail: 

County Engineer

First Name: 
Last Name: 
County: 
Municipality: 
Address 1: 
Address 2: 

County: 
Municipality: 
Address 1: 
Address 2: 
City: 
State: 
Zip: 
Phone: 
E-Mail: 
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian Safety

Applicant Information

City:
State:
Zip:
Phone:
E-Mail:
Grant Application for State Aid to Counties and Municipalities
Safe Streets to Transit 2019
SST-2019-Fairmount Avenue Safety Improvement-00049
Pedestrian Safety

Signature Page

Title of presiding officer who will be signing this application/agreement:
Mayor
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<th>UNIT</th>
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<td>1</td>
<td>1</td>
<td>$4,000.00</td>
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SUBTOTAL BASE BID: $425,000.00
**New Jersey Police Crash Investigation Report**

- **Reportable:** ✔
- **Non-Reportable:** □
- **Change Report:** □

**Event Details**

- **Occurrence Date:** Oct 05, 2016
- **Time:** 1:29 PM
- **Location:** FAIRCOURT AVE, MONTICELLO AVE

**Vehicle Information**

- **Type:** Car
- **Number:** 1

**Driver Information**

- **Name:** MELISSA PIANCO
- **License No:** PL213353700
- **Address:** 118 JEWETT AVE
- **City:** MONTICELLO

**Passenger Information**

- **Name:** LATHISHA REECE
- **License No:** PL213353700
- **Address:** 130 MONTICELLO AVE

**Injuries**

- **Total Injured:** 1
- **Total Died:** 0

**Crash Description**

**Driver's Statement:**

*I stated she was making a left turn onto MONTICELLO AVE and did not see the truck.*

**Witness Statement:**

*She was pushing the baby carriage with her daughter in it crossing in the crosswalk when I struck the baby carriage. She went 415' (130 x 33) feet and then fell. The baby carriage was left near the scene of the incident.*

**Driver's Name:** MELISSA PIANCO

**Witness Name:** LATHISHA REECE

**Additional Information**

- **Witness:** ANYLAH QUANITE
- **Witness:** ANYLAH QUANITE

**Crash Diagram**

*Indicates location of the accident site.*
New Jersey Police Crash Investigation Report

10 Crash Occurred On: KENNEDY BLVD
11 Speed Units: 15
12 Road No.: 19
13 Intersection Code: 16
14 Driveway Name: FAIRMOUNT AVE
15 Cross Road Name: FAIRMOUNT AVE
16 Name of Driver: WILLIAM DELEONARD
17 Name of Property Owner: WILLIAM DELEONARD

Operator: 139 Charge: Multiple Charges
143 Bundle No.: 139
144 End No.: 139
145 Case Status: Pending

Names & Addresses of Occupants: If deceased, date & time of death:

A: 1116-00 416 M (107 2)
   SALVADOR PEREZ JR.

B: 1105-00 100 M - 104
   SALVADOR PEREZ Jr.

C: 1116-00 416 M (107 2)
   SALVADOR PEREZ JR.

D: 1105-00 100 M - 104
   SALVADOR PEREZ JR.

E: 1116-00 416 M (107 2)
   SALVADOR PEREZ JR.

IT3

NUTER-1 (RC 4/10) Police Copy
New Jersey Police Crash Investigation Report

Driver of Veh 1 stopped and readjusted the car and exited his vehicle. The pedestrian struck was a 12 year old female Mary Ibrahim, who stated she lost consciousness due to the impact of the vehicle striking her and knocked her unconscious.

Operator of Veh 1

Driver of Veh 1.
New Jersey Police Crash Investigation Report

Motor Vehicle Crash Description

(Refer to vehicle by number)

| Veh | Pos | Inj | Eject | Phys Cond | Age | Sex | Loc | Inj | Case | Ref | Equrp | Equip | Bag | Inl | Met | Ava | Used | Dspl | Hosp | Code |
|-----|-----|-----|-------|-----------|-----|-----|-----|-----|------|-----|-------|-------|-----|-----|-----|-----|-----|-----|------|-----|-----|
|     |     |     |       |           |     |     |     |     |      |     |       |       |     |     |     |     |     |     |      |     |     |

### Crash Description

Her to the ground. Mary Elaborin further stated she could not recall what happened at the time.

The sister of the victim, Madonna Mahrou, was present when the incident took place. Madonna stated she was on the north side of the street on Farmonat Ave, and as she was crossing the street, her sister was a few steps behind her, when all of a sudden the driver of Veh. 1 was driving in reverse on Farmonat Ave and struck her sister Mary, throwing her to the ground, making her lose consciousness.

A witness by the name of Ramon Ause was on scene, who stated he saw driver of Veh. 1 back out of the parking lot, continued to drive in reverse on Farmonat Ave, and struck the victim while crossing the street.

A bus # 317, run # 17-0035 was at the scene evaluating the victims, who had non-life threatening injuries at the time. Mary had swelling to the lip, bone laceration to her teeth (unknown damage), abrasion the left lower leg, deformity of the nose. Mary was taken to the JCMC for further evaluation. She was accompanied by her father, Samy Elbroh, who was also at the scene.

Driver of veh. 1 was issued summons # 0906-9-504361 for careless driving in violation of title 39:4-97, and summons # 0906-9-504362 for improper backing in violation of title 39:4-12-7.

Officer's Signature: [Signature]

Badge Number: 3085
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<tr>
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Pedestrian 1

Driver of V2
New Jersey Police Crash Investigation Report

1. Case Number: 18-020183
2. Police Dept: JCPOD
3. Station/Precinct: 01
4. Date of Report: 10-09-18
5. Vehicle No.: V1
6. License Plate: 4503617336
7. Description of Injury: 01
8. Number & Street: BERGEN AVE
9. Day of Week: 5
10. Time: 07:01
11. Speed Limit: 25
12. Route No.: 733
13. Accident Location: Bergen Ave
14. Driver's First Name: MARIA GABRIELA VELEZ-ZAMBRANO
15. Driver's Last Name: MARIA GABRIELA VELEZ-ZAMBRANO
16. Driver's Address: Bergen Ave Jersey City, NJ 07304
17. Driver's License Number: 07050232
18. Driver's Class: D
19. Driver's Restrictions: NONE
20. Driver's Age: 23
21. Driver's Sex: F
22. Driver's Eye Color: Brown
23. Driver's Hair Color: Black
24. Driver's Height: 5'6"
26. Driver's Telephone No.: 610-555-1212
27. Driver's License Expiration Date: 05/05/2021
28. Driver's Vehicle Make: HONDA
29. Driver's Vehicle Model: ACCORD
30. Driver's Vehicle Year: 2017
31. Driver's Vehicle Plate No.: 57DAW
32. Driver's Vehicle Color: White
33. Driver's Vehicle Type: Passenger Car
34. Driver's Vehicle Number of Doors: 4
35. Driver's Vehicle Length: 180 feet
37. Driver's Vehicle GCWR: 4000 lbs.
38. Driver's Vehicle Age: 12 years
39. Driver's Vehicle Make: HONDA
40. Driver's Vehicle Model: ACCORD
41. Driver's Vehicle Year: 2017
42. Driver's Vehicle Plate No.: 57DAW
43. Driver's Vehicle Color: White
44. Driver's Vehicle Type: Passenger Car
45. Driver's Vehicle Number of Doors: 4
46. Driver's Vehicle Length: 180 feet
47. Driver's Vehicle GVWR: 3000 lbs.
49. Driver's Vehicle Age: 12 years
50. Driver's Vehicle Make: HONDA
51. Driver's Vehicle Model: ACCORD
52. Driver's Vehicle Year: 2017
53. Driver's Vehicle Plate No.: 57DAW
54. Driver's Vehicle Color: White
55. Driver's Vehicle Type: Passenger Car
56. Driver's Vehicle Number of Doors: 4
57. Driver's Vehicle Length: 180 feet
58. Driver's Vehicle GVWR: 3000 lbs.
59. Driver's Vehicle GCWR: 4000 lbs.
60. Driver's Vehicle Age: 12 years
61. Driver's Vehicle Make: HONDA
62. Driver's Vehicle Model: ACCORD
63. Driver's Vehicle Year: 2017
64. Driver's Vehicle Plate No.: 57DAW
65. Driver's Vehicle Color: White
66. Driver's Vehicle Type: Passenger Car
67. Driver's Vehicle Number of Doors: 4
68. Driver's Vehicle Length: 180 feet
69. Driver's Vehicle GVWR: 3000 lbs.
70. Driver's Vehicle GCWR: 4000 lbs.
71. Driver's Vehicle Age: 12 years

N.J.T.R-1 (Rev. 01/17)
Driver of V1 stated she parked her vehicle near the intersection of Fairmount Ave/Bergen Ave facing Northbound. As she opened the door and attempted to exit; the pedalcyclist slammed into the opened door and fell to the ground. Driver of V1 attempted to help the pedalcyclist to her feet offering medical attention as the pedalcyclist cursed at her.

Pedalcyclist stated she was riding Northbound on Bergen Ave; as she approached 733 Bergen Ave the driver of V1 swung the door open causing her to slam into it and fall to the ground. Pedalcyclist stated she was not wearing a helmet when she fell to the ground but had a complaint of pain to the right ankle.

JCMC Bus #308 responded to the scene and was canceled on scene.
Existing Conditions Photos

Figure 1. Intersection of Fairmount Avenue with Summit Avenue and Storms Avenue – faded and/or non-existent crosswalks, poor sidewalks and curbing, and lack of signage creates dangerous crossing conditions for pedestrians.
Figure 2. The intersection of Fairmount Avenue with Bergen Avenue has faded crosswalks, inadequate signage, and visibility issues that endanger pedestrian travel.

Figure 3. Road crossings lack crosswalk markings and signage. Narrow sidewalks make pedestrian travel along this route difficult.
SST-2019-Fairmount Avenue Safety Improvement-00049

Existing Conditions Photos

Figure 4. The crossing at Monticello Avenue is in need of repair, demonstrating by fading striping and long-crossing distances.

Figure 5. The irregular configuration of the intersection of Fairmount Avenue, Summit Avenue and Storms Avenue creates unsafe conditions for pedestrian travel.
Figure 6. Parking lot exits have limited sight lines that creates risks for vehicle-pedestrian incidents.
through access management, density limitations, street modifications increase in local mass transit service, or other means.

**Action G1-10:** Advance a phased approach to transportation projects and policies that support the redevelopment of Journal Square.

**Action G1-11:** A capital investment prioritization study should be undertaken to develop an implementation schedule for transit improvements and use of capital resources.

**Action G1-12:** Permit use of commercial parking facilities by car sharing programs.

**Action G1-13:** Adopt a redevelopment plan that accommodates mixed-use development and shared parking on the HBLR Liberty State Park station park and ride lot. Perform traffic impact analysis of redevelopment and determine if there is a need to improve vehicular access in order to support redevelopment.

**Action G1-14:** All city, county and state capital projects shall be submitted to the Jersey City Planning Board in accordance with N.J.S.A. 40:55D-31.

### Goal 2: Increase, improve, and enhance public transit service to, from, and within all areas of Jersey City

The City seeks to increase, improve, and enhance the public transit system to provide better neighborhood connectivity and regional access. The City conducted an extensive public outreach program, and a consistent concern of Jersey City stakeholders was that the Circulation Element address neighborhood connectivity. Additionally, the Mobility 2050 Survey found that the three most desired features of transit were: 1) that it stops close to home, 2) the frequency of service, and 3) the reliability of service. The Objectives, Strategies, and Actions are designed to achieve a public transit system that meets the needs of all of Jersey City’s stakeholders.

The Objectives to attain Goal 2 are as follows:

**Objective G2-1:** Provide affordable, frequent, reliable, and accessible bus service to residents and visitors.

**Objective G2-2:** Extend, expand and enhance the existing Hudson-Bergen Light Rail (HBLR) system and service to improve connectivity in and between existing neighborhoods, to other transportation systems, and to remote intercept parking locations.

**Objective G2-3:** Increase convenience and capacity of the PATH system.

**Objective G2-4:** Provide a ferry system that serves the needs of Jersey City residents and commuters to Jersey City and Manhattan.

**Objective G2-5:** Make it as easy as possible to use mass transit.

**Objective G2-6:** Increase mass transit ridership.
Action G3-5: Complete street grids, as identified on Right-of-Way Mapping, Figure 4.4-1, in order to increase connectivity.

Action G3-6: Create new streets and extend existing streets to support development, increase connectivity for the multi-modal system, and to provide access to the waterfront as identified on Right-of-Way Mapping, Figure 4.4-1.

Action G3-7: Construct Center and Marseles Street Tunnel under Montgomery Street, as recommended in the 2007 Jersey City Regional Waterfront Access and Downtown Circulation Study Final Report.

Action G3-8: Complete study of connectivity between Jersey City and Hoboken in the vicinity of Paterson Plank Road.

Action G3-9: A capital investment prioritization study should be undertaken to develop an implementation schedule for transit improvements and use of capital resources.

Action G3-10: Advance the recommendation(s) for the boulevard and complete street along the Route 440/Routes 1&9T corridor between the Bayonne border and Route 7 identified by the final report for the Route 440/Routes 1&9T Multi-Use Urban Boulevard and Through Truck Diversion Concept Development Study dated May 2011 prepared by Jacobs Engineering. The recommendations include a network of new local streets adjacent to the boulevard and complete street in order to enhance access for vehicles, pedestrians, and bicyclists to the Hackensack River waterfront and in the Western Waterfront area, as well as frequent crossings of the boulevard for pedestrians and bicyclists. See Route 440 and Routes 1&9T Boulevard and Complete Street Plan and Right-of-Way Needs Map in Appendix for details.

3.2.4 **Goal 4: Create a city-wide pedestrian-friendly environment**
Jersey City strives to create a walkable City that is safe, secure, seamless and aesthetically-pleasing. The City aims to create a pedestrian-friendly environment that is accessible and meets the needs of all of its residents and visitors. To achieve this goal, the following Objectives should be met:

**Objective G4-1:** Create a network of sidewalks, walkways and paths that allow pedestrians to walk between all neighborhoods and destinations in Jersey City.

**Objective G4-2:** Provide a safe and secure environment for pedestrians.

**Objective G4-3:** Create a comfortable, aesthetically-pleasing, and visually-interesting environment for pedestrians.

**Objective G4-4:** Support and reinforce the existing culture of walking in Jersey City.

**Objective G4-5:** Encourage walking as a means to reduce carbon emissions and to increase public health.

**Objective G4-6:** Provide pedestrian linkages to all surrounding municipalities.
Indicator: Linear miles of gaps in Hudson River Waterfront Walkway and Hackensack River Walkway (GIS data from August 2008, Hudson County Re-examination Report of Master Plan, and GIS data from the May 2004 Hudson County Hackensack River Walk Plan)

Target: Zero gaps in walkways.

Baseline: In 2004, there were 10.23 linear miles of gaps (i.e., areas with no permanent walkway or walkways currently under construction based on GIS data) in the Hudson River Waterfront Walkway and 3.3 linear miles of gaps in the proposed route of the Hackensack River Walkway.

Indicator: Annual number of accidents reported that involved pedestrians in NJ Department of Transportation Crash Record Data per 1,000 residents, as measured by American Community Survey (ACS) Table No.: B01003.

Target: Annual decrease in number of accidents involving pedestrians occurring in Jersey City per 1,000 residents.

Baseline: In 2007, there were 1.63 accidents involving pedestrians occurring in Jersey City per 1,000 residents, of which there were 0.37 accidents involving bicyclists occurring in Jersey City per 1,000 residents.

The Strategies to achieve Goal 4 are as follows:

Strategy G4-A: Ensure that all streets have sidewalks.

Strategy G4-B: Ensure that all sidewalks are of adequate width and have the capacity to carry current and anticipated future pedestrian volumes. Respect the integrity of historic districts.

Strategy G4-C: Ensure that all sidewalks are well-maintained and well-lit.

Strategy G4-D: Ensure an adequate number of pedestrian street crossings to minimize walking distances.

Strategy G4-E: Locate and design street crossing in a manner that minimizes walking distances and the length of time that pedestrians are in the crosswalk by using narrow travel lane widths and curb extensions. Curb extensions should incorporate vertical elements, such as trees, utility poles, or street furniture, to provide a visual cue to alert snowplow drivers to the presence of curb extensions.

Strategy G4-F: Fill in missing links between existing sidewalks, walkways and paths.

Strategy G4-G: Complete Jersey City sections of regional walkways, greenways and trails.
Strategy G4-H: Provide eyes on the street (and sidewalk, walkway and path) security.

Strategy G4-1: Create safety buffers between pedestrians and moving vehicles.

The Actions that should be implemented to achieve Goal 4 are as follows:

Action G4-1: Adopt as a City standard a street regulating plan that regulates the form of all streets, bike lanes, where feasible, and sidewalks in accordance with the street typologies and illustrated hierarchy of streets that are contained in this Circulation Element.

Action G4-2: Install traffic calming devices on existing streets with problem locations in accordance with the traffic calming plan that is contained in this Circulation Element.

Action G4-3: Adopt uniform City standards, which are ADA compliant and neighborhood appropriate, for pedestrian street crossings and crosswalks, including state-of-the-art techniques to protect pedestrian safety. For example, potential crosswalks may include a combination of crosswalk tables, curb extensions with gaps for drainage and bicycle lanes, polymer resin stamped brick crosswalks, and painted crosswalks as may be appropriate to the particular street. Curb extensions should incorporate vertical elements, such as trees or street furniture, to provide a visual cue to snowplow drivers of roadway alignments.

Action G4-4: Install street trees spaced at a maximum of 30 feet on center to provide shade and a pleasant pedestrian environment and establish a municipal street tree fund to which developers can contribute when trees cannot be installed. Street trees should be of a variety with high branching systems so that lower branches may be pruned to maintain sight lines for public safety purposes.

Action G4-5: Prune trees to remove low branches to provide lines of sight for vehicular and pedestrian safety and security.

Action G4-6: Increase pedestrian safety by utilizing mechanisms, such as on-street parking, street trees, street furniture and bollards, to buffer pedestrians from moving vehicles.

Action G4-7: Create a continuous greenway with pedestrian paths and bike lanes where the Morris Canal was filled in, where feasible.

Action G4-8: As recommended in the Hudson River Waterfront Walkway Plan, an operating entity should be formed to ensure that walkway gaps are filled in and that the entire walkway is consistent in appearance and condition.

Action G4-9: Construct the Lafayette Walkway parallel to the Hudson Bergen Light Rail Line.

Action G4-10: Extend the Morris Street Right-of-Way Pedestrian Extension to the waterfront and the Hudson River Waterfront Walkway.
Resolution of the City of Jersey City, N.J.

RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2019 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS FOR THE CITY OF JERSEY CITY

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

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced that it is now accepting grant applications for the 2019 Municipal Aid Program to fund local transportation projects that must be completed and submitted through the System for Administering Grants Electronically (SAGE) on or before October 18, 2018; and

WHEREAS, the Mayor and Clerk of the City of Jersey City ("City"), Department of Administration, Division of Engineering, Traffic and Transportation are hereby authorized to submit an electronic application identified as MA-2019-Grand Street Improvements Project-00547, that will be a full roadway improvement project that will include all paving, handicap ramps, protected bike lanes, and other associated tasks to improve the Grand Street corridor from Bramhall Avenue to Hudson Street and the Hudson River waterfront; and

WHEREAS, the City is requesting State aid funding from the NJDOT 2019 Municipal Aid Program for the primary purpose of making roadway improvements; and

WHEREAS, the City agrees that it shall be required to appropriate capital funds for state non-participating items such as police salary hours and/or other ineligible project costs, and agrees to assume a commitment for maintenance and repair of the completed streets;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it ratifies and approves the submission of grant application MA-2019-Grand Street Improvements Project-00547 to the New Jersey Department of Transportation on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the establishment of an account for the grant.
RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2019 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS FOR THE CITY OF JERSEY CITY

Certified as a true copy of the Resolution adopted by Council,
On this ______ day of ______, 2018

City Clerk

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

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City

Certification Required □
Not Required □

APPROVED:

COUNCILLOR PERSON
RIDLEY
PRINZ-AREY
BOGGIANO

APPROVED AS TO LEGAL FORM

Business Administrator

CORPORATION COUNSEL

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-7-18

COUNCILLOR PERSON

NAY

AYE

N.V.

N.V.

RIVERA

WATTERMAN

ABSENT

LAVARRO, PRES

N.V., Not Voting (Abstain)

Indicates Vote

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 RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2019 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS FOR THE CITY OF JERSEY CITY

Initiator

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<th>Department/Division</th>
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<th>ENGINEERING</th>
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<tr>
<td>Name/Title</td>
<td>JOSE R. CUNHA, C.M.E., P.E.</td>
<td>MUNICIPAL ENGINEER</td>
</tr>
<tr>
<td>Name/Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4411</td>
<td><a href="mailto:jcunha@jcjnj.org">jcunha@jcjnj.org</a></td>
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Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose
The FY2019 State-funded Municipal Aid Program (the “Program”), administered by the New Jersey Department of Transportation (NJ DOT) provides funds to municipalities for the improvement of public roads and bridges under. Funds are allocated based on a formula in the state legislation that considers municipal road mileage within a county and county population. The City of Jersey City (“City”) wishes to apply for these grant funds in the approximate amount of $7,011,163.75 for roadway improvements along the Grand Street corridor from Bramhall Avenue to Hudson Street and the Hudson River waterfront. The City is designating Jose R. Cunha as the responsible charge for this program. Mr. Cunha is the Director of Engineering for the Jersey City Division of Engineering, Traffic and Transportation.

Cost (Identify all sources and amounts) Contract term (include all proposed renewals)

| Construction Estimate | $5,608,931.00 |
| 10% Contingency        | $560,893.10  |
| Const. Mgmt/Inspection/Testing | $841,359.65 |
| GRANT APPLICATION TOTAL | $7,011,163.75 |

* Note – No City match required by NJDOT on Municipal Aid funding. Capital money utilized on items not eligible for state reimbursement.

Type of award Grant Application
If “Other Exception”, enter type

I certify that all the facts presented herein are accurate.

Jose R. Cunha, P.E., C.M.E., Director of Engineering

10/18/18

Brian D. Platt, Business Administrator
Department Director

10/31/18
MEMORANDUM

DATE : October 5, 2018

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

FROM : Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering

SUBJECT : Resolution to Ratify Submission of an Application to the New Jersey Department of Transportation for FY2019 Municipal Aid

Attached for your consideration is a resolution ratifying the submission of the 2019 Municipal Aid grant application and authorizing the execution of a grant agreement with New Jersey Department of Transportation for the engineering project identified as MA-2019-Grand Street Improvements Project-00547. Grand Street will be a full roadway improvement project that includes paving, handicap ramps, protected bike lanes, and other associated tasks to improve the corridor from Bramhall Avenue to Hudson Street and the Hudson River waterfront.

This application is requesting $7 million dollars for construction, contingency, and construction management. The final scope of project is determined by the available funding from NJDOT. We respectfully ask for your continued support of City applications to NJDOT for state aid.

Please contact my office at 201-547-4411 should you have any questions or need additional information.

cc: Robert Byrne, City Clerk
Brian D. Platt, Business Administrator
Donna Mauer, Chief Financial Officer
Andrew Vischio, Director of Traffic and Transportation
Paul Russo, Supervising Engineer
Dawn Odom, Supervising Administrative Analyst
Scope of Work

The City of Jersey City is requesting funding in the amount of $7,011,163.75 to redesign Grand Street, a City-owned/maintained roadway that spans approximately two miles.

Currently, there are several deficiencies along the Grand Street corridor, including narrow sidewalk widths, which are often located close to schools; missing or worn-out crosswalk striping; lack of right-of-way dedicated to bicycle travel; poor pavement and drainage conditions between Summit Avenue and Johnston Avenue; lack of transit treatments and amenities at bus stop locations; non-ADA-compliant sidewalk curb ramps; and limited signal coordination for corridor operations.

The City seeks to address these deficiencies and transform Grand Street into a safer and more operationally-efficient roadway that provides multi-modal, east-west crosstown connections. To date, the City has completed a concept development study (attached in this application), which proposes a full redesign of Grand Street. This plan includes the following:

- Installation of a raised cycle track by closing one travel lane between Communipaw Avenue and Jersey Avenue;
- Installation of two traffic signals;
- Installation of streetscaping and green stormwater infrastructure;
- Installation of center islands and curb extensions;
- Installation of new sidewalk;
- Installation of traffic signs and roadway stripes that reflect new cross-sections;
- Installation of bus shelters with bus pull-offs;
- Milling and paving of Grand St; and
- Coordination of traffic signals and upgrades to traffic detection cameras.

This project envisions calmed vehicular traffic patterns, increased driver awareness of pedestrians, enhanced multi-modal connections, and dedicated bicycle facilities. The City now seeks FY2019 Municipal Aid funding to implement this vision.

The scope of work for this project includes:

- Installation of concrete curbs (8,000 LF), sidewalks (3,270 SY), and driveways (270 SY);
- Installation of catch basins (15 traps);
- Installation of detectable warning surfaces (100 SY);
- Installation of brick pavers (90 SY);
- Milling and paving of roadway (63,000 SY);
- Installation of thermoplastic traffic stripes (75,000 LF) and markings symbols (15,000 SF);
- Installation of striped rumble strips (200 SF);
- Installation of bus shelters (20 units);
- Planting of trees (100);
- Installation of pedestrian safety cameras (12 units)
- Installation of new traffic signal (1 unit)
Signalization upgrades

The City will also install, reconstruct, and reset inlets; reset manholes; relocate or remove signage; reset and relocate junction boxes; and install benches, trash receptacles, and other amenities. Other activities incorporated into the full scope of work are further detailed in the attached cost estimate, prepared by the City's licensed engineer.

This project will transform the auto-oriented Grand Street by enhancing pedestrian, bicycle, and transit facilities and amenities that make alternative modes of travel easier, more attractive, and safer for all users. These types of improvements typically result in more walkable, sustainable communities that promote community interaction, residents' health, and economic growth for local small businesses. Additionally, these improvements are anticipated to yield demonstrable safety increases: the Grand Street corridor experienced 505 reportable crashes over a three-year period between January 2014 and December 2016. The City developed a weighted average crash reduction factor from crash modification factors (CMFs) and found that vehicle crashes will decrease by approximately 12% and pedestrian crashes will decrease by approximately 62% following project completion.

Following an award of grant funding, the project schedule for this project is as follows:

Months 1-3: Procurement for design work

Months 3-11: Design of Grand Street project

Months 12-14: Bid package for construction

Months 15-17 Procurement of Contractor

Months 18-23: Mill and pave Grand Street

Months 24-33: Construction of Complete Streets elements

Month 34: Project completion and NJ DOT closeout process initiated

Month 35: NJDOT inspection and project closeout

Does the project involve any of the safety improvements listed below? If so, please check all applicable and add a narrative of proposed safety improvements in the box below.

Traffic Control Device  Drainage Improvements (increase capacity/new drainage)
Geometric Improvements  Guiderail (new/upgrade)  RPMs  Rumble Strips

Two mid-block traffic control devices have been proposed between Bates Street and Jersey Avenue to mitigate aggressive driving. The schools on the north side of the corridor and the Jersey City Medical Center on the south side of the corridor generate significant pedestrian activity. Furthermore, there is a heavily-utilized mid-block bus stop that results in pedestrians crossing at an uncontrolled mid-block location. Therefore, to address this activity, signalized mid-block crosswalks are included.
To further enhance safety, this project also includes upgrades to all existing traffic signal equipment, including new signal controllers, video detection for full actuation on all approaches, emergency preemption at all signalized intersections, and improved coordination along the full length of the corridor.

Geometric improvements include pedestrian enhancements such as curb extensions and center islands as well as the creation of bike lanes.

To improve drainage, the City will install new inlets along the south side of the roadway. The City will utilize green stormwater infrastructure underneath new tree beds or within curb extension areas wherever possible.

This project also includes reconstruction of existing substandard ADA curb ramps as necessary. Therefore, there is a net benefit to accessibility for all users.

Lastly, to calm traffic, 200 linear feet of rumble strips are included in this scope of work.
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<td>43</td>
<td>TRAFFIC STRIPES LONG LIFE THERMOPLASTIC, 4&quot; THICK</td>
<td>LF</td>
<td>2000</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>44</td>
<td>TRAFFIC MARKINGS SYMBOLS LONG LIFE THERMOPLASTIC</td>
<td>SF</td>
<td>5000</td>
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</tr>
<tr>
<td>45</td>
<td>NO PARKING DRIVEWAY</td>
<td>LF</td>
<td>50</td>
<td>$5,000.00</td>
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<tr>
<td>46</td>
<td>STRIPED RUMBLE STRIP</td>
<td>LF</td>
<td>200</td>
<td>$5,000.00</td>
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<tr>
<td>47</td>
<td>REGULATORY TRAFFIC SIGN WITH STEEL POST</td>
<td>LF</td>
<td>200</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>48</td>
<td>RELocate EXISTING TRAFFIC SIGN ON NEW STEEL POST</td>
<td>UNIT</td>
<td>1</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>50</td>
<td>RELOCATE OR REMOVE EXISTING TRAFFIC SIGN</td>
<td>UNIT</td>
<td>2</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>51</td>
<td>RESET SEWER MANHOLE, 24&quot; USING NEW CASTING</td>
<td>UNIT</td>
<td>40</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>52</td>
<td>RESET SEWER MANHOLE, 10&quot; USING NEW CASTING</td>
<td>UNIT</td>
<td>100</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>53</td>
<td>RESET WATER VALVE BOX WITH FRAME</td>
<td>UNIT</td>
<td>10</td>
<td>$30,000.00</td>
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<tr>
<td>54</td>
<td>RESET WATER VALVE BOX RABLA(R)</td>
<td>UNIT</td>
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<td>$30,000.00</td>
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<tr>
<td>55</td>
<td>NEW WATER VALVE BOX ENTIRE</td>
<td>UNIT</td>
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<tr>
<td>56</td>
<td>NEW WATER VALVE BOX UPPER ASSEMBLY</td>
<td>UNIT</td>
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<tr>
<td>57</td>
<td>RECONSTRUCTED EXIST TREE PIT WITH RAILING AND ROOF BARRIERS</td>
<td>UNIT</td>
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<td>$1,000,000.00</td>
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<td>58</td>
<td>TREE PLANTING 3 NO. CUP</td>
<td>UNIT</td>
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<td>59</td>
<td>TRASH INCINERATORS</td>
<td>UNIT</td>
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<td>60</td>
<td>BENCHES</td>
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<td>61</td>
<td>TRAFFIC DETECTION DESIGNER SAFETY CAMERA UPGRADES</td>
<td>UNIT</td>
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<td>62</td>
<td>UPDATE EXISTING SIGNALIZED INTERSECTIONS</td>
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<td>PROPOSED SIGNALIZED INTERSECTIONS</td>
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<td>SIGNAL SYSTEM INTERCONNECTIONS</td>
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<td>65</td>
<td>RESET JUNCTION BOX</td>
<td>UNIT</td>
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<td>$1,000,000.00</td>
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<tr>
<td>66</td>
<td>RELocate JUNCTION BOX WITH NEW BOX</td>
<td>UNIT</td>
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<td>$5,000.00</td>
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</table>

TOTAL PROJECT ESTIMATED COST: $7,011,163.75
Municipal Aid

FY 2019 Grant Solicitation – State Aid Programs

The Division of Local Aid is currently accepting application for following State Aid program through SAGE.

- Municipal Aid
- Transit Village
- Bikeways
- Safe Streets to Transit

Application Deadline: October 8, 2018

The Municipal Aid program is a competitive program intended to provide municipalities with transportation based grants to supplement their transportation programs. Starting in FY2018 the Transportation Trust Fund (TTF) will provide $400 million in State Aid to municipalities and counties for local transportation improvements. Of that amount the Municipal Aid Program will be funded at level of $140 million. Additionally $10 million is allotted for municipalities qualifying for Urban Aid under P.L. 1978 c.14 (N.J.S.A. 52:27D-178 et seq,). The individual allotments to qualifying municipalities are based on proportions determined by the Department of Community Affairs.

Each fiscal year, the New Jersey Department of Transportation (NJDOT) issues a solicitation announcement to municipalities inviting them to apply for funding for their specific project needs. The Municipal Aid Program is administered consistent with the language and formula distribution contained within the TTF legislation that allocates funds by county based a formula that considers population and municipal roadway miles.

Municipalities can apply for projects for Municipal Aid within one of the 7 categories below:

- Bikeway
- Primary project purpose is for constructing new bikeways (e.g.
- Bridge Preservation  
  Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).

- Mobility  
  Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, signal optimization).

- Pedestrian Safety  
  Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).

- Quality of Life  
  Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.

- Roadway Preservation  
  Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).

- Roadway Safety  
  Primary project purpose is to enhance vehicular safety (e.g. guardrail, signing, warning devices, and striping).

All applications for the Municipal Aid Program are to be submitted online through System for Administering Grants Electronically (SAGE). Each district office will review applications within their designated geographic area for completeness, make a field investigation, evaluate and assign a rating to each project. Applications receive points based on various criteria including existing conditions, Average Daily Traffic (ADT), safety improvements, and access to services to public. Other important criteria include the municipality's special designation, whether the municipality has received an allotment within the last three years, and the municipality's award and close-out performance on previously awarded State grants.

Projects for which online applications have been submitted are presented to a screening committee comprised of municipal engineers and NJDOT staff appointed by the Commissioner. The committee evaluates the projects presented and makes recommendations to the Commissioner of Transportation for consideration and approval. The State pays 75% of the funds at the time of award concurrence and the remainder on a reimbursement basis after acceptance by the municipality and the State of the work completed.
Additional information can be found in Municipal Aid Handbook and State Aid Handbook.

- Application for Funding (SAGE)
- FY 2018 Municipal Aid Grant Recipients (pdf 96k)
- Municipal Aid Regulations (Adopted April 16, 2014) (pdf 69k)
- Special Provisions and State Aid Projects (pdf 85k)
- Special Provisions, Baseline Document Changes and Pay Items
- State Aid Handbook (pdf 95k)
- Municipal Aid Handbook (pdf 63k)

You will need Adobe Acrobat Reader to view the PDF files which is available at our state Adobe Acrobat Access page.

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

WHEREAS, the City of Jersey City (City), Department of Administration, Division of Engineering, Traffic and Transportation submitted an application to the North Jersey Transportation Planning Authority (NJTPA) for federal funding under the FY2015-2016 Local Safety Program for a project known as Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON was authorized and found eligible for federal cost reimbursement in the amount not to exceed $625,173.00; and

WHEREAS, the New Jersey Department of Transportation (NJDOT) received federal authorization on August 6, 2018 allowing the City to move forward with the public bid and implementing the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON; and

WHEREAS, under the terms and conditions of the federal aid agreement the City must execute the Cost Reimbursement Agreement No. 2018-DT-BLA-205 in which all such work shall be completed by September 30, 2021 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

WHEREAS, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed $625,173.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the Cost Reimbursement Agreement No. 2018-DT-BLA-205 which is attached hereto, for the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON and their signatures constitute acceptance of the terms and conditions of the federal grant agreement; and

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator are hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:

Certification Required □ Not Required □

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
RIDDLE YUN
PRINZ-AREY
BOGGIANO

RIVERA WATTERMAN
LAVARRO, PRES.

N.V.: Not Voting (Abstain)

Indicates Vote

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

Rolando R. Lavaro, Jr., President of Council

Robert Byrne, City Clerk
August 22, 2018

Mr. Jose R. Cunha, PE
City Engineer
13 – 15 Linden Avenue East
Jersey City, NJ 07305

Ref.: Dr. Martin Luther King Drive
City of Jersey City, Hudson County
Federal Project No. HSP-0609 (357) CON
Job No. 6306395

Dear Mr. Cunha:

On 8/6/2018, the Federal Highway Administration (FHWA) authorized funding in the amount of $625,173.00 for construction and $0.00 for construction inspection services for the above captioned Federal Aid Highway Program project.

Requirements for this project include, but are not limited to, the following:

Local Public Agency (LPA) Eligibility

- The SPONSOR is required to maintain its LPA Eligibility Certification current and valid during the term of this project agreement in accordance with the requirements of NJDOT Division of Local Aid and Economic Development Policy/Procedure No. 010.00 dated October 1, 2012.

Advertisement of Contract

- As per the NJDOT Procedures for Federal Aid Projects in the Division of Local Aid and Economic Development’s Federal Aid Handbook, the SPONSOR is required to advertise for construction bids within 60 calendar days from the date of this letter. The project shall be advertised once a week for a minimum of three (3) consecutive weeks in at least two (2) legal newspapers. Bids may be taken a minimum of 10 days following the final advertisement.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper
These must be downloaded not more than ten (10) days prior to advertisement and inserted into the final bid specifications.

- Contract completion date as noted in the bid documents must be specified in the project specifications with provisions for liquidated damages as per NJDOT 2007 Standard Specifications for Road and Bridge Construction section 108.20.

Pre-Award of Contract

- The SPONSOR will be required to email the following forms submitted by each bidder to the Local Aid project manager as well as cc. DOT-CR.Verifications@dot.nj.gov immediately after the five day Civil Rights document submittal period following the bid opening:
  - A list of all responsive bidders as determined by the SPONSOR’S Legal Department in the order of lowest bidder to highest bidder.
  - A completed and signed Form CR-266 – Schedule of DBE/ESBE/SBE Participation for each DBE firm being used to meet the Contract goal [Forms can be downloaded from http://www.state.nj.us/transportation/business/civilrights/forms.shtml]. Revisions to the CR-266 will not be accepted after its initial submission and before award of the Contract.
  - A completed and signed Verification of DBE/ESBE/SBE Firm (Form CR-273) for each firm listed on the CR-266 to demonstrate direct written confirmation from each DBE firm of willingness to participate on the Contract, confirming the kind and amount of work that was provided on the Contractor’s CR-266. This form must be completed in its entirety and signed by each DBE firm.
  - A completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for all Regular Dealers/Suppliers listed on the CR-266 form, if applicable. This form must be completed in its entirety and signed by each DBE firm.
  - A completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for all DBE trucking firms listed on the CR-266, if applicable. This form must be completed in its entirety and signed by each DBE firm.
  - Documented evidence of good faith efforts if the bidder’s commitment shown on the CR-266 fails to equal or exceed the contact DBE goal.
  - The process contractors who fail to meet the contract goal must comply with can be found in the amended Section 102.13.01 of the NJDOT Specifications

Firms listed on the CR-266 will not be counted toward the Contract DBE goal unless completed and signed CR-273 form(s), and applicable CR-272 and CR-274 form(s) are submitted to Jersey City within the 5 days after bid opening.

NJDOT Civil Rights will review the submitted forms and if the apparent lowest responsive bidder meets the Contract DBE goal, will issue an approval to the Local Aid Project

Project Agreement (included under separate cover letter)

- Return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department. DO NOT enter the date on page

- Signed copies of the agreement should be returned within 45 days.

- All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.

- No reimbursable work can be performed until the project agreement is executed by the NJDOT.

Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT may receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FHWA funding until such time as progress on timely billings is demonstrated.

- The project will be considered “Inactive” if the SPONSOR fails to submit an invoice within the durations described in 23 CFR 630.106. It is the SPONSOR’S responsibility to ensure that the federal funding is not jeopardized for this project due to an “Inactive” project status.

Final Inspection and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by the recipient not later than 30 days following Substantial Completion of construction.

- Close-out documents shall be submitted by the recipient to NJDOT within 6 months of receipt of acceptance by NJDOT.

Failure to meet the time requirements for project close-out may result in the restriction of authorization of future FHWA funding until such time as progress on close-out is demonstrated.

Recipients may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.
This Amended Cost Reimbursement Agreement ("Agreement") is made as of the _____ day of _____, by and between the City of Jersey City, having its offices at 280 Grove Street, Jersey City, NJ 07302 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH

WHEREAS, the Recipient and the State entered into a Cost Reimbursement Agreement, executed by the Recipient on ____________, for a project eligible for funding (the "Project") pursuant to the terms and conditions of the Cost Reimbursement Agreement; and

WHEREAS, the parties wish to amend the Cost Reimbursement Agreement by entering into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

Section 1 of the Cost Reimbursement Agreement is fully incorporated into the terms of this Agreement as if fully stated at length in this Agreement.

2. Agreement Contract Term

Section 2 of the Cost Reimbursement Agreement is incorporated into the terms of this Agreement as if fully stated at length in this Agreement except as follows:

Paragraph 2.2 is deleted in its entirety and is replaced by the following provision:

2.2 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

2.2.1 The State may, in its sole discretion, terminate this agreement for cause and all of its obligations under this Agreement if any of the following occurs:
2.2.1.1 The Recipient fails to begin expenditure of award funds;

2.2.1.2 The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the period of performance in section 2.1 even if it is beyond the reasonable control of the Recipient.

2.2.1.3 The State, the United States Department of Transportation ("USDOT"), or the Federal Highway Administration ("FHWA"), may terminate this agreement for convenience if, in their sole discretion, they determine that termination of this agreement is in the public interest. Costs incurred by the Recipient as a result of a termination for convenience by the State or FHWA may be included in the Recipient's claim for compensation.

2.2.2 In the event the Recipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.

2.2.3 Fund Liquidation, Adjustment, and Cancellation.

2.2.3.1 The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.1.

2.2.3.2 Liquidation and adjustment of funds under this agreement follow the requirements of 2 CFR §§200.343–345.

3. Plans and Specifications

Section 3 of the Cost Reimbursement Agreement is fully incorporated into the terms of this Agreement as if stated as if fully stated at length in this Agreement.

4. Project Work

Section 4 of the Cost Reimbursement Agreement is incorporated into the terms of this Agreement as if stated at length in this Agreement except as follows:

Section 4.4 is deleted in its entirety and is replaced by the following provision:

4.4 Recipient shall solicit proposals for the work in accordance with the Brooks Act of 1972 (40 USC Chapter 11), 2 C.F.R. §§ 200.317-326, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. § 200, App. II—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. Additionally, all design solicitations and construction bid solicitations by the Recipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award."

5. through 31.
Sections 5 through 31 of the Cost Reimbursement Agreement are fully incorporated into the terms of this Agreement as if fully stated at length in this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Dr. Martin Luther King Drive
Municipality: City of Jersey City, County: Hudson

ATTEST/WITNESSED/AFFIX SEAL: Recipient City of Jersey City

By: ___________________________ Date ___________________________

Name: Robert Byrne
Title: Clerk

By: ___________________________ Date ___________________________

Name: Steven M. Fulop
Title: Mayor

ATTEST/WITNESSED/AFFIX SEAL: NEW JERSEY DEPARTMENT OF TRANSPORTATION

By: ___________________________ Date ___________________________

Anika James
Department Secretary,
New Jersey Department of Transportation

By: ___________________________ Date ___________________________

Laine Rankin, Director,
Division of Local Aid & Economic Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: ___________________________ Date ___________________________

Brad M. Reiter
Deputy Attorney General
Resolution of the City of Jersey City, N.J.

CITY CLERK FILE No. Res. 18-983
AGENDA No. 10.X
APPROVED NOV 8, 2018

TITLE:

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

WHEREAS, the City of Jersey City (City), Department of Administration, Division of Engineering, Traffic and Transportation submitted an application to the North Jersey Transportation Planning Authority (NJTPA) for federal funding under the FY2015-2016 Local Safety Program for a project known as Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON was authorized and found eligible for federal cost reimbursement in the amount not to exceed $625,173.00; and

WHEREAS, the New Jersey Department of Transportation (NJDOT) received federal authorization on August 6, 2018 allowing the City to move forward with the public bid and implementing the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON; and

WHEREAS, under the terms and conditions of the federal aid agreement the City must execute the Cost Reimbursement Agreement No. 2018-DT-BLA-205 in which all such work shall be completed by September 30, 2021 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

WHEREAS, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed $625,173.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the Cost Reimbursement Agreement No. 2018-DT-BLA-205, which is attached hereto, for the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON and their signatures constitute acceptance of the terms and conditions of the federal grant agreement; and

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator are hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON.

APPROVED: [Signature]
APPROVED AS TO LEGAL FORM: [Signature]
Certification Required □ Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
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<td>✓</td>
<td>PRINZ-AREY</td>
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<td>✓</td>
<td>BOGGIANO</td>
<td>✓</td>
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<tr>
<td>YUN</td>
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<td>✓</td>
<td>SOLOMON</td>
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<td>✓</td>
<td>WATTERMAN</td>
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<td></td>
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</table>

N.V.-Not Voting (Abstain)

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

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


Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering, Traffic &amp; Transportation</th>
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</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Jose R. Cunha, P.E., C.M.E.</td>
<td>Municipal Engineer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4411</td>
<td><a href="mailto:Cunha@jcnj.org">Cunha@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

| Authorizing the City to enter into a cost reimbursement agreement with the New Jersey Department of Transportation for federal aid funds on the Dr. Martin Luther King Drive, Sec 2 Intersection Improvements |

I certify that all the facts presented herein are accurate.

Jose R. Cunha, P.E., C.M.E.
Director of Engineering

Date

Brian D. Platt
Business Administrator

Date
MEMORANDUM

DATE : October 23, 2018

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

FROM : Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
       Director of Engineering

SUBJECT : Resolution to Enter into a Federal Aid Cost
          Reimbursement Agreement 2018-DT-BLA-205 with
          The New Jersey Department of Transportation

The purpose of this resolution is to authorize the City to enter into a Federal Aid
Agreement with the State of New Jersey Department of Transportation (NJDOT) for the Dr.
Martin Luther King, Section 2 Intersection Improvements, Jersey City Project No: 15-002-T.

The Cost Reimbursement Agreement No: 2018-DT-BLA-205 upon execution by the state
and municipality will provide for eligible costs incurred by the City and not to exceed
$625,173.00 on the above named project and must completed by September 30, 2021.

Upon execution of this agreement, the City must return four (4) originally signed and
sealed copies of the attached agreement along with the signed/sealed resolution for
execution by the state.

In the best interest of the City, the Division of Engineering would greatly appreciate your
authorization to move forward in accepting the term and conditions of the federal aid
agreement and funding of the Dr. Martin Luther King, Section 2 Intersection Improvement
project.

Please contact my office at 201-547-4411 should you have any questions or need
additional information.

CC: Robert Byrne, City Clerk
    Brian D. Platt, Business Administrator
    Donna Mauer, Chief Financial Officer
    Andrew Vischio, Director of Traffic and Transportation
    Dawn Odom, Supervising Administrative Analyst

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FEDERAL AID AGREEMENT

Project: Dr. Martin Luther King Drive
Municipality: City of Jersey City
County: Hudson

This Cost Reimbursement Agreement is made as of the _______ day of ________________, ________, by and between the City of Jersey City, having its offices at 280 Grove Street, Jersey City NJ 07302 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization’s Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of this agreement (date written above). All such work shall be completed by September 30, 2021, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient’s claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient’s claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.
2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.
4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of $1,000,000 combined single limit plus $1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of $1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of $1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.
6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed $625,173.00, with an approved budget as follows:

<table>
<thead>
<tr>
<th>Federal Project #</th>
<th>Project Sponsor</th>
<th>Contract</th>
<th>Sponsor In-House</th>
<th>Total</th>
<th>Date Authorized</th>
<th>Date for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSP-0609(357)</td>
<td>City of Jersey City</td>
<td>$625,173.00</td>
<td>$0.00</td>
<td>$625,173.00</td>
<td>this agreement</td>
<td>09/30/2021</td>
</tr>
</tbody>
</table>

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of $625,173.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

- Cost principles for State & Local Governments - OMB Circular A-87
- Cost Principles for Nonprofit Organizations - OMB Circular A-122
- Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

- Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
- Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110
6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, “Contracts with Commercial Organizations.” The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.

2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.
Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient’s or its subconsultants’ employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

(b) “In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement”

(c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. **Inspections**

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. **Indemnification**

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by
the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:
During the performance of this contract, the contractor agrees as follows:

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

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

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:
(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this Agreement in whole or in part;

(b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and

(c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

(a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

(b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.

(c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

(a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to
participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT’s ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

(b) Obligation. The contractor agrees to ensure that ESBE’s, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE’s have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts.”

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Laine Rankin
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 2
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson, and Union
17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for “influencing or attempting to influence” Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.
APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding $100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation
Manager Professional Services
Procurement Division
1035 Parkway Avenue
Trenton, New Jersey 08625

APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.

APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.

APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.

APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.

APPENDIX I - Project Scope of Work

APPENDIX J - Project Cost Estimate

Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Dr. Martin Luther King Drive  
Municipality: City of Jersey City  
County: Hudson  
Federal Project No.: HSP-0609(357)

Agreement No.: 2018-DT-BLA-205

ATTEST/WITNESSED/AFFIX SEAL:  

By: ________________________________________  
Name: Robert Byrne  
Title: Clerk  

RECIPIENT City of Jersey City  

By: ________________________________________  
Name: Steven M. Fulop  
Title: Mayor

ATTEST/WITNESSED/AFFIX SEAL:  

By: ________________________________________  
Anika James  
Date  
Department Secretary,  
New Jersey Department of Transportation  

NEW JERSEY DEPARTMENT OF TRANSPORTATION  

By: ________________________________________  
Laine Rankin, Director,  
Division of Local Aid & Economic Development  

ATTORENY GENERAL OF NEW JERSEY  

Gurbir S. Grewal  

By: ________________________________________  
Deputy Attorney General  

Date
APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the RECIPIENT’S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.

   (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
   (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE’s) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

   (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
   (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.
APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Steven M. Fulop, Mayor, hereby certify on behalf of RECIPIENT, that:

(Name and Title of Grantee Official)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this ______ day of ______, 2____.

By: ____________________________

Steven M. Fulop, Mayor

(Signature and Title of Authorized Official)
APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.
APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.
APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.

2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.

3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987
APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I, Steven M. Fulop, Mayor hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest: 

Robert Byrne, Clerk

Date: ____________________________

RECIPIENT

Steven M. Fulop, Mayor

Date: ____________________________
APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE’S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT’S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.
The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation’s Compliance Officer setting forth provisions of this nondiscrimination clause;

b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation’s Compliance Officer, advising the labor union or worker’s representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADAMO BROTHERS CONSTRUCTION FOR THE SGT. ANTHONY PARK - PLAYGROUND IMPROVEMENTS, PROJECT NO. 2016-037 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City's (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for SgT. Anthony Park Playground Improvements, Project No. 2016-037 for the Department of Administration/Division of Architecture pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City (City) has received (2) Bids, the lowest responsible bid being that from Adamo Brothers Construction, 1033 Alexander Avenue, Ridgefield, New Jersey 07657, in the total bid amount of Three Hundred Thirty Three Thousand, Nine Hundred Thirty ($333,930.00) Dollars; and

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

WHEREAS, the total encumbrance amount of Three Hundred Thirty Three Thousand, Nine Hundred Thirty ($333,930.00) Dollars is available in Capital Accounts #04-215-55-141-990, and 04-215-55-141-991; and

Department of Administration/Division of Architecture

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>P.O. #</th>
<th>Amount</th>
</tr>
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<td>Capital Acct</td>
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<tr>
<td>04-215-55-141-990</td>
<td>131018</td>
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<td>$333,930.00</td>
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<td>Capital Acct Conting.</td>
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<td>Total Encumbrance</td>
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<tr>
<td></td>
<td></td>
<td>$384,019.50</td>
</tr>
</tbody>
</table>

WHEREAS, those 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 Adamo Brothers Construction be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

RESOLVED, this contract award 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

(continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADAMO BROTHERS CONSTRUCTION FOR THE SGT. ANTHONY PARK - PLAYGROUND IMPROVEMENTS, PROJECT NO. 2016-637 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE.

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Division of Architecture

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>P.O. #</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>131019</td>
<td>Capital Acct $201,908.00</td>
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<tr>
<td>04-215-55-141-990</td>
<td>131018</td>
<td>Capital Acct $132,022.00</td>
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<tr>
<td>04-215-55-100-990</td>
<td>131020</td>
<td>Total Contract $333,930.00</td>
</tr>
</tbody>
</table>

Approved by Peter Folgado, Director of Purchasing, QPA

CERTIFICATION REQUIRED: ☐

APPROVED AS TO LEGAL FORM: ☐

APPROVED: [Signature]
Business Administrator

APPROVED: [Signature]
Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>RIDLEY</td>
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<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
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</tr>
<tr>
<td>PRINZ-AREY</td>
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<td></td>
<td></td>
<td>RIVERA</td>
<td></td>
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<td></td>
<td>WATTERMAN</td>
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<tr>
<td>BOGGIANO</td>
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<td>LAVARRO, PRES.</td>
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<td>✓</td>
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</table>

☑ Indicates Vote

N.V. - Not Voting (Abstain)

Recorded R. Lavarro, Jr., President of Council

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 ADAMO BROTHERS CONSTRUCTION FOR THE SGT. ANTHONY PARK - PLAYGROUND IMPROVEMENTS, PROJECT NO. 2016-037 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Architecture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian F. Weller, L.L.A.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 347-5900</td>
<td><a href="mailto:wellerb@jcnj.org">wellerb@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

There exist a need to replace the play structure and resurface the basketball court at Sgt. Anthony Park. Bids were received on October 16, 2018 at the Division of Purchasing. Two (2) Bids were received.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adorno Brothers Construction</td>
<td>$333,930.00</td>
</tr>
<tr>
<td>Picoemo Giordano Construction LLC</td>
<td>$352,282.00</td>
</tr>
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Various Parks General Parks Account

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<th>Account Number</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>04-215-55-141-991</td>
<td>$201,908.00</td>
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<td>04-215-55-100-990</td>
<td>$384,019.50</td>
</tr>
<tr>
<td>04-215-55-100-991</td>
<td>$30,099.50</td>
</tr>
</tbody>
</table>

Contract term (include all proposed renewals)

Approximately 120 days after contract award

Type of award

Public Bid Award

If "Other Exception", enter type

Additional Information

The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

[Signature of Division Director]

[Date]

[Signature]

[Date]
DATE: October 18, 2018

TO: Peter Folgado, Purchasing Director

FROM: Brian D. Platt, Business Administrator

SUBJECT: Sgt. Anthony Park - Playground Improvements
Project No. 2016-037
Re: Contract Award

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

Adamo Brother Construction
1033 Alexander Avenue
Ridgefield, New Jersey 07657

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the November 7, 2018 Council Meeting.

The project is funded by Capital Parks Improvements, please encumber as follows:

<table>
<thead>
<tr>
<th>Purchase Requisition #</th>
<th>Account #</th>
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<td>R0185182</td>
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<tr>
<td>R0185598</td>
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<tr>
<td>R0185183</td>
<td>04-215-55-100-990</td>
<td>$50,089.50</td>
</tr>
</tbody>
</table>

If you have any questions, please do not hesitate to call.

Attachments

C: Brian F. Weller, Director, Division of Architecture
   Raquel Tosado, Contractor Manager
   Paola Campbell, Purchasing Assistant
MEMORANDUM

DATE: October 18, 2018

TO: Brian Platt, Business Administrator


SUBJECT: Sgt. Anthony Park - Playground Improvements
Project No. 2016-037

We have reviewed the bids received on October 16, 2018 at the Division of Purchasing at 11:00 a.m. and recommend award to the low bidder, Adamo Brothers Construction, 1033 Alexander Avenue, Ridgefield, New Jersey 07657.

<table>
<thead>
<tr>
<th>Contractor</th>
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</tr>
</thead>
<tbody>
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<td>$384,019.50</td>
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<td>(15% Contingency)</td>
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</tbody>
</table>

Division of Architecture formally requests that we make a recommendation to award this important project for the community.

Attachments

Peter Folgado, Purchasing Director
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Assistant
MEMORANDUM

DATE: October 18, 2018

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


SUBJECT: Sgt. Anthony Park - Playground Improvements

Project No. 2016-037

Attached for your consideration is the Resolution authorizing the award of a contract to Adamo Brothers Construction for the Sgt. Anthony Park - Playground Improvements project. The work consists of the following:

1. Removal and disposal of existing site improvements, as designated on the drawings, that include but are not necessarily limited to; concrete sidewalk, curbing, play structures footings, rubber safety surfacing, fencing (remove and reinstall) as designated.
2. Earthwork.
3. Installation of new playground equipment.
4. Installation of new site furnishings.
5. Resurface and color coat basketball court.
6. Installation of new curbing and concrete flatwork surfaces as designated and specified.
7. Installation of salvaged fencing and/or gates to pre-demolition conditions or better.
8. Acquisition of all necessary permit(s) from various agencies having authority.

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

BRIAN F. WELLER
L.L.A., A.S.L.A.
Director
TOTAL BID PRICE:

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

One hundred ninety-six thousand eight hundred thirty dollars 00

(In Writing)

$196,830

(In Figures)

UNIT PRICE:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

**Item No. 1:** Unforseen excavation and replacement with engineered fill in accordance with Section 312000 - Earth Moving

10 C.Y. @ $600 Per C.Y. for a Total Cost of $6,000

(Unit Price in Figures) (Total Cost Item 1 in Figures)

10 C.Y. @ [Write Unit Price]

Per C.Y. for a Total Cost of: One Hundred Six Thousand 00

(Write Total Cost - Item No. 1)

**Item No. 2:** Rock removal in accordance with Section 312000 - Earth Moving. Removal shall be based on line drilling method.

5 C.Y. @ $1,000 Per C.Y. for a Total Cost of $5,000

(Unit Price in Figures) (Total Cost Item 2 in Figures)

5 C.Y. @ [Write Unit Price]

Per C.Y. for a Total Cost of: Five Thousand 00

(Write Total Cost - Item No. 2)
The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

GRAND TOTAL BID PRICE: (Base Bid Plus Total Cost for Items Nos. 1 and 2)

$202,430.00

(In Figures)

$202,430

(In Writing)

The Contract will be awarded based on the Grand Total bid price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until completion of the project may be for a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).
SCHEDULE OF PRICES
(FOR ALTERNATES)

ALTERNATES:
Indicate below the amount that will be added to or deducted from the lump sum base bid for each of the following alternates, if any are accepted by the City:

ALTERNATE #A:
(Add □ or Deduct □) please indicate with a check mark.

ALTERNATE #A: RESURFACE AND COLOR COAT BASKETBALL COURT

Under Base Bid: Do not disturb the basketball court.

Under this Alternate: The bidder agrees to remove existing paved surface, base and subgrade to provide new basketball surface system, spot repair subgrade material where unsatisfactory. Reset existing drainage grates to finish grade. Provide and install new pavement system over basketball court area. Provide surface color coat and court striping. Provide and install new basketball backboard, rim with net on existing post. Provide and install concrete curb/footing as may be required to reinstall fence post and gates to pre-existing conditions at minimum.

$121,500
(Alternate #A - In Figures)

$121,500
(Alternate #A - In Writing)

TOTAL PRICE FOR GRAND TOTAL BASE BID PLUS ALTERNATE A

$232,930.00
(Price in Figures)

$232,930.00
(Price in Words, Dollars and Cents)

*NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus Alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>ADAMO BROTHERS CONSTRUCTION, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>1033 ALEXANDER AVE</td>
</tr>
<tr>
<td></td>
<td>RIDGEFIELD, NJ 07657-1501</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>0612212</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>August 19, 1993</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>August 24, 2018</td>
</tr>
</tbody>
</table>

For Office Use Only:
20180824102527266
New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0612212 FOR ADAMO BROTHERS CONSTRUCTION, INC. IS
VALID.

VERIFIED
PC

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
Certificate Number
616430

Registration Date: 08/28/2018
Expiration Date: 08/27/2019

THE GREAT SEAL OF THE STATE OF THE

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:

Adamo Brothers Construction Inc

Responsible Representative(s):
Alfred Adamo, President
John Adamo, Vice-President

Robert Asaro-Angelo, 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.
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 (NJ.A.C 17:27).

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

EXHIBIT B

N.J.S.A. 10:5-31 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): Alfred Johnson
Representative's Signature: [Signature]
Name of Company: Mazzocco Brothers Tel. No.: 261455064 Date: 12/17/18
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ____________________________ (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 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: [Signature]
Representative: [Signature]
Name of Company: [Business Name]
Tel. No.: [Phone Number]
Date: [Date]
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: Advanced Builders Construction Inc
Address: 1053 Alexander Ave, Sayreville, NJ 08872
Telephone No.: 201-941-6040
Contact Name: Alfred Adams

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE) [X]
- 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 EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION 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: St. Anthony Park: # 2016-037
Contractor: Teleno Brothers Const. Bid Amt. $333,930-

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.

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<tr>
<th>Trade</th>
<th>Approx. S Value</th>
<th>Minority or Woman Owned Business</th>
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<td>Minority</td>
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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

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION 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: St. Anthony Park # 2016-037
Contractor: Adams Brothers Const Bid Amt. $ 333,930

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.

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

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
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<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
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</table>

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?

Name of Contractor: Alda Brothers Construction

By: Signature

Type or print name/title: Alfred Avelino Pres

Telephone No: 2019450664 Date: 10/17/18

For City Use:

Acceptable M/W Business Participation levels for this Project:

By ___________________________ Date: ___________________________

EQUAL EMPLOYMENT OPPORTUNITY COPY
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

<table>
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<tr>
<th>Trade</th>
<th>Contractor Name &amp; Address</th>
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<th>To Minority or Woman Owned Business</th>
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</table>

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?

Name of Contractor: [Handwritten]

By: Signature: [Handwritten]

Type or print name/title: [Handwritten]

Telephone No: 203-456-0004 Date: 10/17/18

For City Use:

Acceptable M/W Business Participation levels for this Project: [Handwritten]

By: [Handwritten] Date: [Handwritten]

PURCHASING COPY
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO
PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR SUPPLYING AND
INSTALLING DECORATIVE LIGHT POLES AT RIVERVIEW FISK PARK
- RENOVATIONS, PROJECT NO. 2015-021, FOR THE DEPARTMENT OF
ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:

WHEREAS, the City of Jersey City (City) will be entering into a contract with a general
contractor for the renovations to Riverview Fisk Park, Project No. 2015-021; and

WHEREAS, a separate prime contract is required for the installation of site lighting
throughout the park; and

WHEREAS, Public Service Electric & Gas Company (PSE&G) as a public utility, provides
the lights and poles to the City pursuant to an existing contract; and

WHEREAS, services to be performed by PSE&G under this contract will include the follow-
ing:

(1) Furnishing and installation of twenty-one (21) Franklin Park 85W LED Post Top
Fixtures; and

(2) Twenty-one (21) Classic I 12ft Poles Black

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(j), a contract may be awarded by the City
Council without publicly advertising for bids for the rendering of any service by a public utility,
which is subject to the jurisdiction of the Board of Public Utilities, in accordance with tariffs and
schedules of charges made, charged or exacted, filed with said board; and

WHEREAS, the City has negotiated a contract with PSE&G for the above mentioned project
at an estimated cost of FORTY-THREE THOUSAND SEVEN HUNDRED EIGHTEEN AND
94/100 DOLLARS ($43,718.94) with an Option to exercise a five (5%) per cent expenditure over
total amount for unforeseen expenses; and

WHEREAS, these funds are available for this expenditure from Account Number:
04-215-55-933-990 P. O. No. $43,718.94

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey
City that a contract be awarded to Public Service Electric and Gas in the amount of $43,718.94 and
the City Purchasing Agent 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
attest that the contract 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. 40:5-1 et. seq., and be it further
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO
PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR SUPPLYING AND
INSTALLING DECORATIVE LIGHT POLES AT RIVERVIEW FISKPARK
- RENOVATIONS, PROJECT NO. 2015-021, FOR THE DEPARTMENT OF
ADMINISTRATION, DIVISION OF ARCHITECTURE

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

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a
contract on behalf of the City of Jersey City.

I, ____________________________, (DONNA MAUER), as Chief Financial Officer, hereby certify
that these funds in the amount of $43,718.94 are available for this expenditure in Account No. 04-
215-55-933-990 for payment of the above Resolution.

October 11, 2018
RR/ab

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □
Not Required □

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
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<th>N.V.</th>
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<td>SOLOMON</td>
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N.V.-Not Voting (Abstain)

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

Robert R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

| RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT POLES AT RIVERVIEW FISK PARK - RENOVATIONS, PROJECT NO. 2015-021, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE |

**Project Manager**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Architecture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Brian F. Weller, L.L.A., A.S.L.A.</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>(201) 547-5900</td>
<td><a href="mailto:Wellerb@jcnj.org">Wellerb@jcnj.org</a></td>
</tr>
</tbody>
</table>

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 planning renovations to Riverview Fisk Park. In conjunction with the park renovations, installation of:

1. Furnishing and installation of twenty-one (21) Franklin Park 85W LED Post Top Fixtures; and
2. Twenty-one (21) Classic I 12ft Poles Black

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

<table>
<thead>
<tr>
<th>Various City Parks Account</th>
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</thead>
<tbody>
<tr>
<td>04-215-55-933-990 - $43,718.94</td>
</tr>
</tbody>
</table>

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

The term of this will be Eight (8) weeks after award of the contract.

**Type of award** Non-Fair and Open

**If "Other Exception", enter type**

**Additional Information**

The upgraded lighting system will provide uniform lighting throughout the park to enhance nighttime security and reduce the incidents of vandalism.

I certify that all the facts presented herein are accurate.

Signature of Division Director: [Signature] Date: 10-12-18
Request for Lighting Service - PSEG Confidential

Project Name: CITY OF JERSEY CITY PARKS DEPT-RIVERVIEW RSK PARK
Customer Name: CITY OF JERSEY CITY PARKS DEPT-RIVERVIEW-RSK PARK
Service Address: OGDEN AVE, JERSEY CITY
Contact Name: BRIAN WELLER
Office Tel: (201) 547-5900

Effective Date: 9/10/2018
Contract Term: 5 Years
Service Date: 2/28/2019

STANDARD
Premise ID: 5002440452
Installation ID: 4003937689

SPECIAL
Installation 2 ID: 44655506
DWMS Customer ID: 6402726
DWMS LD ID: 500696536
DWMS E1 ID: 500696437

Rates and Costs Details

| Product | Qty | RefVal | Rate | New Pole | Free Pole | Second Available | Action Type | Sales Type | Order Type | Mthly Install Rate | Mthly Remove Rate | Upfront Rate | Access Product Qty | Access Product Code | Access Upfront Rate | Found Credit Qty | Found Credit Amt | ID |
|---------|-----|--------|------|----------|-----------|------------------|-------------|------------|------------|-------------------|------------------|-------------|-------------------|-------------------|-------------------|-----------------|-----------------|
| Luminaires | 21 | EX0599996L | BPL | | | | Install | New | Set Exist | 26.45 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21 | | 3779 |
| Poles | 21 | EX0412880U | BPL_NC | | | | Install | | | 0.86 | 0.00 | 1,597.01 | 0.00 | 0.00 | 0.00 | 21 | | 4555 |

Rates and Costs Summary

<table>
<thead>
<tr>
<th>Installs: Monthly Service Charge Totals</th>
<th>One-Time Cost Totals</th>
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</thead>
<tbody>
<tr>
<td>Luminaires Mth Svc Charge Total</td>
<td>$555.45</td>
</tr>
<tr>
<td>Pole Mthly Service Charge Total</td>
<td>$9.66</td>
</tr>
<tr>
<td>Bracket Mthly Serv Chrg Total</td>
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</tr>
<tr>
<td>Mthly Service Charge Totals</td>
<td>$565.11</td>
</tr>
<tr>
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<table>
<thead>
<tr>
<th>Removes: Prior Charges (No Charge to Remove)</th>
<th>Cost for Construction (CIAC)</th>
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</thead>
<tbody>
<tr>
<td>Luminaires Prior Monthly Charges</td>
<td>$0.00</td>
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<tr>
<td>Poles Prior Monthly Charges</td>
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<td>Brackets Prior Monthly Charges</td>
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</tr>
<tr>
<td>Prior Monthly Charge Totals</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Grand Total One Time Upfront Cost: $48,718.94

Cost for Construction (CIAC): $17,791.29
Foundation Credit Total: $7,589.36
Pole Upfront Cost Total: $33,537.21
Bracket Upfront Cost Total: $0.00
Accessory Upfront Cost Total: $0.00
Lumin Upfront Cost Total: $0.00

Comments: FRANKLIN PARK-85W LED POST TOP-CLASSIC 112FT POLE BLACK

Print Signature Name/Title: XX

Authorized Signature: **Authorized Signature**
In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting services only and that Customer in receiving Service hereunder does not acquire any title, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.
STANDARD TERMS & CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 - SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the “Services”) for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer’s purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG’s Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer’s bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a - TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:


SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer’s facilities and equipment, hidden hazardous conditions, or the Customer’s failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer’s facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG’s negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer’s negligent acts or omissions in connection with these terms. However, the parties’ entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in “Form of Proposal”, and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control or delay caused by acts of God; accident, fire, floods, storms, or other labor difficulties; acts of any governmental or regulatory, or judicial body or agency; riot, embargo; fuel or energy shortage; delays in transportation; or any other cause beyond the parties’ control beyond that arising out of the performance of the Services. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably to overcome the effect of such delay.
STANDARD TERMS & CONDITIONS
PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either party's failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff for Electric Service on file with the New Jersey Board of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal", constitute the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 - CANCELLATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of Installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.
### Outdoor Lighting

**Project Name:** CITY OF JERSEY CITY PARKS DEPT-RIVERVIEW-FISK PARK

**Customer Name:** CITY OF JERSEY CITY PARKS DEPT-RIVERVIEW-FISK PARK

**For Service at Address:** JODEN AVE, JERSEY CITY

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<td>21</td>
<td>$9.66</td>
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<td></td>
<td>Luminaire</td>
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<td><strong>Upfront Totals</strong></td>
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*This is Not an Invoice*
Luminaire Detail
Scale 1:16

Top View
Lumilock LED Assy.

PC/CONTROL NODE (supplied by others)

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<td>04-1280</td>
<td>SPS844-A</td>
<td>Classic-1 Pole, 12', Black</td>
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</tbody>
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Note:
Pole orientation for drawing purposes only, pour concrete per anchor rod template.

PRODUCT APPROVALS
HADCO

CONFIDENTIAL:
This drawing is confidential and proprietary to Philips Hadco and may not be reproduced without the express written consent of Philips Hadco. Any use hereof or of any of the information or detail herein shall be for the sole benefit of Philips Hadco.

NOTICE:
This drawing is for reference only. Check for latest revision prior to ordering.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
NEWARK, N.J.

PHILIPS HADCO
100 Craftway Drive
Littlestown, Pa 17340
Phone 800-331-4185
Fax 717-359-9269
www.philips.com

JOB NAME:
Fisk Park
- Jersey City

DRAWN BY:
H. Kuhn

SCALE: 1:20

DRAWING NUMBER:
C13970-DWG03

REF:
Dave Murphy & Assoc.

REV: C PCN: 17-022

DATE: 01/30/17

SMK DATE: 10/03/17
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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/treas/vi-contractor_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): JoAnn Koon-Smith, EEO/AA Compliance Manager
Representative’s Signature: [Signature]
Name of Company: Public Service Enterprise Group
Tel. No.: 973-430-6540 Date: 8/9/2018
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the ________________ (hereafter "owner") do hereby agree that the provisions of Title I 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 thereunto, 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, of subcontractors violates or is 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 expenses 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 expenses 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]: JoAnn Koon-Smith, EEQ/AA Compliance Manager
[Representative's Signature]: [Signature]
[Name of Company]: Public Service Enterprise Group
[Tel. No.]: 973-430-6540
[Date]: 8/9/2018
 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: Public Service Enterprise Group
80 Park Plaza, Newark, NJ 07102
973-430-6540
JoAnn Koon-Smith

Please check applicable category:

_____ Minority Owned Business (MBE)  _____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)  X  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
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 2015 to 15 MAY 2019.

PUBLIC SERVICE ENTERPRISE GROUP
80 PARK PLAZA, MC/T10
NEWARK NJ 07102

FORD M. SCUDDER
Acting State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
PUBLIC SERVICE ELECTRIC AND GAS COMPANY

TRADING NAME:

SEQUENCE NUMBER:
0082255

ADDRESS:
80 PARK PLAZA,
NEWARK NJ 07102

EFFECTIVE DATE:
07/25/24

ISSUANCE DATE:
09/08/04

FORM-BRC(03-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO OBSIDIAN INTEGRATION LLC FOR THE PURCHASE AND DELIVERY OF A COVERT POLE CAMERA FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the function of covert pole camera is to enhance community safety by allowing police investigators to target hot-spots for criminal and nuisance activity and gather evidence for effective prosecutions; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a), the Director of Purchasing informally solicited three quotes, including one from Obsidian Integration LLC, 2145 Getty Circle Unit 3, Cottage Grove, Oregon 97424 in the total amount of thirty three thousand, five hundred dollars ($33,500.00); and

WHEREAS, the Director of Purchasing believes the proposal of Obsidian Integration LLC to be the most advantageous, price and other factors considered; and

WHEREAS, the City of Jersey City ("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:

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<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
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<tbody>
<tr>
<td>01-201-25-240-218</td>
<td>131048</td>
<td>$33,500.00</td>
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</table>

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

1. A contract award to Obsidian Integration LLC in the amount of $33,500.00 for the purchase and delivery of a covert pole camera 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 met, 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

(Continued on page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO OBSIDIAN INTEGRATION LLC FOR THE PURCHASE AND DELIVERY OF A COVERT POLE CAMERA FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

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, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account: 01-201-25-240-218  PO #: 131048  Total Contract: $33,500.00

Approved by: Peter Fajardo, Director of Purchasing

Peter Fajardo, Director of Purchasing

Date: 10/26/18

APPROVED: ____________________________________________  APPROVED AS TO LEGAL FORM: ____________________________________________

APPROVED: ____________________________________________  Corporation Counsel

Certification Required □  Not Required □

APPROVED: 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

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<th>NAY</th>
<th>N.V.</th>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Roberto R. Lavarrro, Jr., President of Council

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 THE AWARD OF A CONTRACT TO OBSIDIAN INTEGRATION LLC FOR THE PURCHASE AND DELIVERY OF A COVERT POLE CAMERA FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

Initiator:

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>POLICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>TAWANA MOODY</td>
<td>DIRECTOR</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:TMoody@NJJCPS.ORG">TMoody@NJJCPS.ORG</a></td>
<td></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

I certify that all the facts presented herein are accurate.

[Signature of Department Director] 10/31/18

[Signature of Director of Purchasing] 10/25/18

Received
OCT 24 2018
By: JC PURCHASING
DETERMINATION OF VALUE CERTIFICATION

I, Tawana Moody, of full age, hereby certify the following:

1. I am the Director of the Division of Police.

2. The City needs to purchase a covert pole camera.

4. The administration’s recommendation is to award a contract to Obsidian Integration, LLC.

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: 10/21/18

Tawana Moody, Director
Division of Police

RECEIVED
OCT 24 2018
By: JC PURCHASING
Obsidian Integration LLC
2145 Getty Circle
Unit 3
Cottage Grove
OR 97424

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-0112</td>
<td>10 x 8 x 6 Black Widow Pole Camera:</td>
<td></td>
<td>8,375.00</td>
<td>33,500.00</td>
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<tr>
<td></td>
<td>BW-FF-RV50-M50B</td>
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<td>8,375.00</td>
<td>33,500.00</td>
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<tr>
<td></td>
<td>- RV50 Multi-Carrier Cellular Modem</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Canon M50B PTZ Camera</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Three &quot;High Voltage&quot; Themed Direct Etched Acrylic Windows</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Interior Blackout</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Integrated Cell Antennas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Universal Rail System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Modem/Camera Removable Shelves</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 802.11 Router</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Keyfob Reset</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Web Reset</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- System Power breaker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Adjustable Quickmount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 12' Twist Lock AC Cord</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Environmental System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping Charges</td>
<td>Shipping Charges: Standard Domestic Ground Shipping Charges Included</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Expiration Date: Estimate Valid Until: 9/30/17

Thank You! Please contact Chris Anderson with any questions
chris@obsidianintegration.com

Phone #: 541-357-6992  Web Site: www.obsidianintegration.com

Total: $33,500.00
Thank you for the opportunity! Unfortunately we cannot provide the requested item at this time. Have a great day!

We offer TOP Dollar for your USED Photographic and Tactical Equipment too!
Ask me about it!!
caroleannf@adorama.com
800-223-2500-x2035
**ESTIMATE 1189**

**DATE** 09/17/2018  
**EXPIRATION DATE** 10/19/2018

**ADDRESS**  
Louis Strikowsky  
City of Jersey City  
394 Central Avenue, 3 FLOOR  
Jersey City, NJ 07307

**SHIP TO**  
Louis Strikowsky  
City of Jersey City  
394 Central Avenue, 3 FLOOR  
Jersey City, NJ 07307

**SHIP VIA**  
Ground

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| 10 x 8 x 6 Covert Pole Camera  
- Outdoor Ready Weatherproof Design  
- Electrical Utility Cabinet Disguise  
- RV50 Multi-Carrier Cellular Modem  
- Canon M50B PTZ Camera  
- Three "High Voltage" Themed Direct Etched Acrylic Windows  
- Interior Blackout  
- Integrated Cell Antennas  
- Universal Rail System  
- Modem/Camera Removable Shelves  
- 802.11 Router  
- Keyfob Reset  
- Web Reset  
- System Power breaker  
- Adjustable Quickmount  
- 12" Twist Lock AC Cord  
- Environmental System | 4 | 8,670.00 | 34,680.00 T |

**SUBTOTAL**  
34,680.00

**TAX**  
0.00

**TOTAL**  
$34,680.00

Accepted By

Accepted Date
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF REGISTRATION

OBSIDIAN INTEGRATION LLC
0450306821

The above-named FOREIGN LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 09/18/2018 and was assigned identification number 0450306821. Following are the articles that constitute its original certificate.

1. Name:
   OBSIDIAN INTEGRATION LLC

2. Registered Agent:
   NORTHWEST REGISTERED AGENT, LLC.

3. Registered Office:
   FIVE GREENTREE CENTRE, 525 ROUTE 73
   STR 104
   MARLTON, NEW JERSEY 08053

4. Business Purpose:
   DESIGN, BUILD AND SALES OF LAW ENFORCEMENT VIDEO SURVEILLANCE EQUIPMENT

5. Incorporated Under the Laws of:
   OREGON ON 02/01/2016

6. Effective Date of this filing is:
   09/18/2018

7. Main Business Address:
   285 CAP COURT
   SPACE 4E
   EUGENE, OREGON 97402

Signatures:
CHRISTOPHER ANDERSON
GENERAL PARTNER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal
18th day of September, 2018

Elizabeth Maher Muoio
State Treasurer
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

SHORT FORM STANDING

OBSIDIAN INTEGRATION LLC
0450306821

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named NJ Foreign Limited Liability Company (FLC) was registered by this office on Tuesday, September 18, 2018.

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

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

NORTHWEST REGISTERED AGENT, LLC.
FIVE GREENTREE CENTRE, 525 ROUTE 73
STE 104
MARLTON, NEW JERSEY 08053

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal 18th day of September, 2018

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 4062077242
Verify this certificate online at https://www1.state.nj.us/TTR_StandingCert/JSP/Verify_Cert.jsp
<table>
<thead>
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<th>Field</th>
<th>Value</th>
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</thead>
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<td>DLN</td>
<td>N0000131134</td>
</tr>
<tr>
<td>Sequence Number</td>
<td>0555935</td>
</tr>
<tr>
<td>Filing Date</td>
<td>08/11/2017</td>
</tr>
<tr>
<td>Authorized Representative</td>
<td>Chris Anderson</td>
</tr>
<tr>
<td>Business Name</td>
<td>Obsidian Integration LLC</td>
</tr>
<tr>
<td>EIN Number</td>
<td>#^-^#-097/000</td>
</tr>
<tr>
<td>Trade Name on Certificate</td>
<td>OS/U/2017</td>
</tr>
<tr>
<td>Other Trade Names</td>
<td>2145 Getty Circle Unit 3 Cottage Grove OR 97424</td>
</tr>
<tr>
<td>Date of Registration filing</td>
<td>1614 Manufacturing Overt / Covert Wireless Audio/Video Surveillance Systems</td>
</tr>
<tr>
<td>Business Location</td>
<td>3861 334220</td>
</tr>
<tr>
<td>Mailing Name and Address</td>
<td>0 0</td>
</tr>
<tr>
<td>Business Code</td>
<td>Out-of-state LLC</td>
</tr>
<tr>
<td>Principal Product or Service</td>
<td>December OR</td>
</tr>
<tr>
<td>Principal Activity</td>
<td>No</td>
</tr>
<tr>
<td>Industrial Code</td>
<td>Christopher M Anderson</td>
</tr>
<tr>
<td>NAICS Code</td>
<td>Managing Member (Owns 65%)</td>
</tr>
<tr>
<td>Number of Workers</td>
<td>Andrew M Hostetler</td>
</tr>
<tr>
<td>Ownership Type</td>
<td>Member (Owns 25%)</td>
</tr>
<tr>
<td>Last Month of Fiscal Year</td>
<td>Gerald D Larson</td>
</tr>
<tr>
<td>State of Incorporation</td>
<td>Member (Owns 10%)</td>
</tr>
<tr>
<td>Is a subsidiary</td>
<td><a href="https://www.njportal.com/DOR/BusinessRegistration/Document/PrintFriendly">https://www.njportal.com/DOR/BusinessRegistration/Document/PrintFriendly</a></td>
</tr>
<tr>
<td>Owners</td>
<td>2174 Princeton Drive Eugene OR 97405</td>
</tr>
<tr>
<td></td>
<td>2511 LARKSPUR LN Sacramento CA 95825</td>
</tr>
<tr>
<td></td>
<td>Gerald D Larson</td>
</tr>
<tr>
<td></td>
<td>Member (Owns 10%)</td>
</tr>
<tr>
<td></td>
<td>1/2</td>
</tr>
</tbody>
</table>
25081 Territorial Ct
Veneta OR 97487
Chris Anderson
Managing Member
chris@obsidianintegration.com
(541) 357 - 6992
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: | Obladen Integrat, Inc. |
| Address:     | 335 Cape St. Suite S |
| City:        | Eugene               |
| State:       | OR                  |
| Zip:         | 97407               |

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

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ 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).

<table>
<thead>
<tr>
<th>Steven Pulop for Mayor 2017</th>
<th>Mira Prinz-Arcy for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavargo for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Anderson</td>
<td>2174 Princeton Dr. Eugene OR 97405</td>
</tr>
<tr>
<td>Gerald D. Lerman</td>
<td>25081 Territorial Ct. Venet CA 92527</td>
</tr>
<tr>
<td>Andrew Hostetter</td>
<td>6012 Lacken Dr. Bakersfield CA 93509</td>
</tr>
</tbody>
</table>

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: Obsidian Integration LLC

Signature of Affiant: ___________________________ Title: owner
Printed Name of Affiant: Chris Anderson          Date: 10-17-18

Subscribed and sworn before me this 17th day of October 2018.

My Commission expires: 02-13-2021

(Witnessed or attested by)

KELSEY LYNN JONES
NOTARY PUBLIC-OREGON
COMMISSION NO. 759714A
MY COMMISSION EXPIRES FEBRUARY 13, 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"Obsidica Integration LLC" (name of business entity) has not made any reportable contributions in the **one-year period preceding 10-17-18** (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 "Obsidica Integration 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: Obsidica Integration LLC

Signed ____________________________ Title: Owner

Print Name: Chris Anderson Date: 10-17-18

Subscribed and sworn before me this 17th day of October, 2018.

My Commission expires: 02-13-2021

Kelsey Jones, Notary

(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.**
APPENDIX A

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

The contractor and the [Owner's Name] (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, answer, 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 expediently 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]: Chris Anderson / Owner

[Representative's Signature]:

[Name of Company]: Operations Integration LLC

[Phone No.]: 874-672-2662

[Date]: 10-17-18
**SECTION A - COMPANY IDENTIFICATION**

1. F11. NO. OR SOCIAL SECURITY
2. TYPE OF BUSINESS
   - [ ] 1. MANUFACTURING
   - [ ] 2. SERVICE
   - [ ] 3. WHOLESALE
   - [ ] 4. RETAIL
   - [ ] 5. OTHER
3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 5

4. COMPANY NAME: Obsidian Integration LLC

5. STREET: 285 Cap Ct STE 4E
   CITY: Eugene
   COUNTY: Lane
   STATE: OR
   ZIP CODE: 97402

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): CITY: STATE: ZIP CODE:

7. CHECK ONE: IS THE COMPANY
   - [ ] SINGLE-ESTABLISHMENT EMPLOYER
   - [ ] MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 5

10. PUBLIC AGENCY AWARDSING CONTRACT:
    CITY: Jersey City
        COUNTY: Hudson
        STATE: NJ
        ZIP CODE: 07302

**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, and not just those in a minority status category, in columns 1, 2, 3, and 4. DO NOT SUBMIT AN ADDITIONAL REPORT.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>COL. 1</th>
<th>COL. 2</th>
<th>COL. 3</th>
<th>COL. 4</th>
<th>TOTAL</th>
<th>PERMANENT MAJORITY/SUB-MINORITY EMPLOYEE RACE/ETHNICITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MALE</td>
<td>FEMALE</td>
<td>MALE</td>
<td>FEMALE</td>
<td></td>
<td>BLACK</td>
</tr>
<tr>
<td>Official/Managers</td>
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<td>2</td>
<td></td>
<td></td>
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<td>Professionals</td>
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<td>Technicians</td>
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<td>Office &amp; Clerical</td>
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<tr>
<td>Craftworkers (Skilled)</td>
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<td>2</td>
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<td></td>
<td>4</td>
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<tr>
<td>Operators (Semi-Skilled)</td>
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<td></td>
<td></td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>Service Workers</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:
   - [ ] Visual Survey
   - [ ] Employment Record
   - [ ] Other (Specify):

13. DATES OF PAYROLL PERIOD USED:
    From: 10/01/18
    To: 10/15/18

14. IS THIS THE FIRST REPORT SUBMITTED:
    - [ ] Yes
    - [ ] No

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

16. NAME OF PERSON COMPLETING FORM (Print or Type):
    Chris Anderson

17. ADDRESS NO. & STREET:
    285 Cap Ct STE 4E
    Eugene
    Lane
    Or
    97402
Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name:  
Address:  285 Capital Dr 1st Fl  Eagan 07018  97462  
Telephone No.:  844-676-2662  
Contact Name:  Chris Anderson

Please check applicable category:

_____ Minority Owned Business (MBE)  ____ Minority & Woman Owned Business (MWBE)

_____ Woman Owned Business (WBE)  X Neither

Definitions

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: Obsidian Integration LLC
Address: 735 Cep Ctr Ste 9C Enmore, On 97402
Telephone No.: 844-672-2662
Contact Name: Chris Anderson

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned business (WBE)  X Neither

Definitions

Minority Business Enterprise

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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
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY COMPANY INC. FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the purchase of fire hoses is to fill the needs within the Fire Division. First, to replace damaged and outdated hoses. Secondly, to supply our new need for high pressure hoses for high-rise operations; and

WHEREAS, AAA Emergency Supply Company Inc. submitted a quote in the amount of thirty eight thousand, five hundred twenty nine dollars ($38,529.00); and

WHEREAS, the Purchasing Agent certifies that it is impracticable to solicit any further quotes for hoses as AAA Emergency Supply Company Inc. is the authorized Key Hose distributor in Northern New Jersey, supplying the exact fire hoses that meet the NFPA requirements, and the needs of the Fire Division; 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 Fire 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:

<table>
<thead>
<tr>
<th>Account</th>
<th>PO #</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-25-265-413</td>
<td>131024</td>
<td>$38,529.00</td>
</tr>
</tbody>
</table>

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

1. A contract award to AAA Emergency Supply Company Inc. in the amount of $38,529.00 for the purchase of fire hoses 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
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AAA EMERGENCY SUPPLY COMPANY INC. FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account: 01-201-25-265-413
PO#: 131024
Total Contract: $28,529.00

Approved by: Peter Fiegold, Director of Purchasing, QA, RPP

[Signature]

Date: 10/24/18

APPROVED:

APPROVED AS TO LEGAL FORM

COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V. COUNCILPERSON AYE NAY N.V.
Ridley ✓ YUN ✓
Prinz-Arey ✓ Solomon ✓
Boggiano ✓ Robinson ✓

✓ Indicates Vote

Approved 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 AAA EMERGENCY SUPPLY COMPANY INC. FOR THE PURCHASE AND DELIVERY OF FIRE HOSES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety</td>
<td>Steven McGill</td>
<td>201-547-4262</td>
</tr>
<tr>
<td>Division of Fire</td>
<td>Chief of the Department</td>
<td><a href="mailto:sgmccill@milps.org">sgmccill@milps.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

This purchase of fire hose is to fill the needs within the Department of Public Safety/Division of Fire. First, to replace damaged and outdated hose. Secondly, to supply our new need for high pressure hose for high-rise operations. Lastly, to replenish spare hose kept within fire house locations.

I certify that all the facts presented herein are accurate.

Signature of Department Director  

Date

Signature of Purchasing Director  

Date
MEMORANDUM

To: Peter Folgado, Director of Purchasing
From: Deputy Chief Henry DiGuilio, Executive Officer, Fire Headquarters
Date: October 10, 2018
Subject: Key Hose Purchases

It is important that when we purchase fire hose for suppression we use a vendor that not only supplies the product, but also warranties, replaces and repairs when necessary. Our current fire hose supplier is AAA Emergency Supply and has provided exceptional customer service for all our needs. AAA is in Jersey City at least three times a week seeing to our needs. The use of any other vendor will not guarantee the same quality of service the Department of Public Safety/Division of Fire requires on a daily basis.
Deputy Chief Henry DiGuilio
Jersey City Fire Department
Jersey City, NJ

Dear Chief DiGuilio,
This correspondence serves to advise that AAA Emergency is the authorized Key Hose distributor of Key Hose products in northern New Jersey, including Jersey City. If I can provide further assistance please contact me at your earliest convenience.

Sincerely,
Roger McCardell

Roger McCardell
Regional Sales Manager
Key Fire Hose
313 Elkton Blvd.
Elkton, MD 21921
(443) 252-7946
rmcardell@keyhose.com
AAA Emergency Supply
635 North Broadway
White Plains, NY 10603
Ph. (845)570-7378
Fax (973) 749-6858
kevink@aaaemergency.com

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>Key-DP25-800-50 2.5&quot; NYC Couplings WHITE 10 50FT</td>
<td>$164.00</td>
<td>$6,560.00</td>
</tr>
<tr>
<td>75</td>
<td>Key-DP20-1000-50 WHITE (Red &amp; Blue Stripes) Combat Ready 2&quot; Double Jacket w 1.5&quot; NST Couplings</td>
<td>$263.00</td>
<td>$19,725.00</td>
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<tr>
<td>6</td>
<td>Key-DP30-12000R-50-ARN 3&quot; x 50FT 650LB Service 300psi Working Super High Pressure Hose w 2.5&quot; NYC Corp Coupling RED</td>
<td>$1,059.00</td>
<td>$6,354.00</td>
</tr>
<tr>
<td>10</td>
<td>Key-DP50-600 5&quot; Storz ORANGE ECO 10 100FT 300psi (50 Additional Per Length Red Head Coupling Storz Connection)</td>
<td>$589.00</td>
<td>$5,890.00</td>
</tr>
</tbody>
</table>

ALL HOSE STENCILED JCFD

INCLUDES DIRECT SHIPPING & DELIVERY

$38,529.00

QUOTATION VALID FOR 90 DAYS

FIRE EQUIPMENT SPECIALISTS
He has two to send. I have not received it yet

Kevin W. Kiel
AAA Emergency Supply
201-704-3444
kevink@aaaemergency.com

On Oct 12, 2018, at 1:48 PM, Louis Strikowsky <StrikowskyL@icnj.org> wrote:

Any news on the letter from key hose

Thanks

Louis Strikowsky, Buyer
<image001.png>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
<table>
<thead>
<tr>
<th><strong>STATE OF NEW JERSEY</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
</tr>
<tr>
<td><strong>Taxpayer Name:</strong> AAA EMERGENCY SUPPLY CO., INC.</td>
</tr>
<tr>
<td><strong>Trade Name:</strong></td>
</tr>
</tbody>
</table>
| **Address:** 635 NORTH BROADWAY  
WHITE PLAINS, NY 10603-2408 |
| **Certificate Number:** 1084658 |
| **Effective Date:** September 03, 2004 |
| **Date of Issuance:** October 23, 2018 |
| **For Office Use Only:** 20181023133556961 |
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 [AAA Emergency Supply Co. Inc.] (name of business entity) has not made any reportable contributions in the one-year period preceding [August 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 [AAA Emergency Supply Co. 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: [AAA Emergency Supply Co. Inc.] 
Signed: [Signature] 
Title: [Notary Public]
Print Name: [Notary Public]
Date: [Date]

Subscribed and sworn before me this _1_ day of Aug, 2017.
My Commission expires:

[Stapled Affidavit]

NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NUMBER: 01RO6026660
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 8, 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.**
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: AMX Emergency Supply Co., Inc
Address: 633 North Broadway
City: White Plains
State: NY
Zip: 10603

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

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ 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).

Steven Fulop for Mayor 2017
Lavaro for Councilman
Friends of Joyce Waterman
Friends of Daniel Rivera
Ridley for Council
Mira Prinz-Asey for Council
Friends of Richard Boggiano
Michael Yun for Council
Solomon 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
-----------------------------|-----------------------------
Matthew Mahtani             | 53 Rock Cliff Place, North White Plains, NY 10603

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: [Company Name]
Signature of Affiant: [Signature]
Printed Name of Affiant: [Name]
Title: [Title]
Date: [Date]

Subscribed and sworn before me this 1 day of August, 2018

My Commission expires:

(Witnessed or attested by)

[Signature]

STEPHEN A. ROSSI
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NUMBER: 01R0802980
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 8, 2019
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 such report. The approval will remain in effect for the period of 15 MAR 2015 to 15 MAR 2023.

AAA EMERGENCY SUPPLY CO. INC.
635 NORTH BROADWAY
WHITE PLAINS NY 10063

[Signature]
FORD M. SOUDER
Acting State Treasurer
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the 

(owner) do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibit 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 Act 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: 
Representative's Signature: 
Name of Company: 
Tel. No.: 

Date: 8/1/8
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 A302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/property_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 18 of the Administrative Code at N.J.A.C. 19:27.

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. 19:27
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 contractor/company's bid shall be rejected or non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 19:27.

Representative's Name/Title (Printed):
Manager

Representative's Signature:


Tel. No.: 914-949-0512

Date: 8/18
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: AAA Emergency Supply Co. Inc
Address: 635 North Broadway, White Plains, NY
Telephone No.: 914-949-0512
Contact Name: Kenneth Douglas

Please check applicable category:

- Minority Owned Business (MBE)
- Minority & Woman Owned Business (MWBE)

- Woman Owned business (WBE)
- Neither

Definitions

Minority Business Enterprise

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

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Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY
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: AIA Emergency Supply Co. Inc
Address: 135 North Broadway, White Plains NY 10603
Telephone No.: 914-949-0512
Contact Name: [Redacted]

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.
DETERMINATION OF VALUE CERTIFICATION

I, Steven McGill, of full age, hereby certify the following:

1. I am the Chief of the Fire Department for the City of Jersey City.

2. The City needs to replace its fire hoses.

3. The City informally solicited quotations for the fire hoses.

4. The administration's recommendation is to award a contract to AAA Emergency Supply.

5. The cost of the Contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date: 10/23/18

[Signature]
Steven McGill
Chief of Fire Department
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD F350 VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Fire needs to replace two vehicles that are old and have serious mechanical problems; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires a City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 is in possession of state contract A88758, and will provide two Ford F350 pick up trucks for a total contract amount of fifty two thousand, three hundred ninety eight dollars ($52,398.00); and

WHEREAS, funds are available for this contract in the Trust Account:

<table>
<thead>
<tr>
<th>Act #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
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<tbody>
<tr>
<td>17-289-56-000-002</td>
<td>130650</td>
<td>A88758</td>
<td>$52,398.00</td>
</tr>
</tbody>
</table>

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract award to Winner Ford in the amount of $52,398.00 for the purchase and delivery of two Ford F350 pick up trucks is authorized.

2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.

3. The term of the contract will be completed upon the delivery of goods and services.

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 to page 2)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD F350 VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

I, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Trust Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-289-56-000-002</td>
<td>130950</td>
<td>W88758</td>
<td>$52,398.00</td>
</tr>
</tbody>
</table>

Approved by:

Peter Fragola, Director of Purchasing
REPO, QPA

Date: 10/24/18

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
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<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>RIDLEY</td>
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<td>PRINZ-AREY</td>
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<td></td>
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<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
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<tr>
<td>BOGGIANO</td>
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</tbody>
</table>

✓ 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 AUTHORIZING THE AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE AND DELIVERY OF FORD F350 VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Full Title of Ordinance/Resolution

Initiator

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>PUBLIC SAFETY</th>
<th>FIRE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Chief Steven McGill</td>
<td>Chief of Department</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4247</td>
<td><a href="mailto:simc@njicps.org">simc@njicps.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

This vehicle purchase is for two Ford F-350 Pickup Trucks under State Contract and will be marked and assigned to the Fire Division Hose Shop, which handles fire equipment repairs. The two vehicles currently being used by the Hose Shop are both at least 15 years old and have serious mechanical issues.

I certify that all the facts presented herein are accurate.

[Signature]

[Date] 10/24/18

Peter Foligno, Director of Purchasing

[Signature]

[Date] 10/24/18
Michael Drahuschak
October 3, 2018 (856) 214-0755 Phone
(856) 488-1915 Fax

(2) 2019 FORD F350 4WD PICKUP TRUCKS
STATE OF NEW JERSEY/CONTRACT A88758, T2101

Standard equipment per specifications
6.2L V8 gas flex fuel engine 385 HP, 430 ft-lb torque with 6 speed automatic transmission
Tilt and telescoping steering wheel, intelligent oil life monitor
AM/FM stereo radio with 2 speakers and clock, dual air bags
Airbags, frontal driver & passenger, side impact and side air curtains
Safety canopy, trailer sway control, Advance Trac w/roll stability control
4 wheel power ABS brakes, front and rear disc, power steering
Mono-beam front axle with coil springs, 35 gallon fuel tank (8 foot bed)
Manual floor mounted transfer case with manual locking hubs (4x4)
157-amp HD alternator (gas), 650 CCA battery (gas)
LT245/75R17E BSW all season tires, includes spare
17" argent painted steel wheels with center hub, tire pressure monitor system
Painted front and rear bumpers, rear bumper is step type (pickup bed application only)
Black painted grille, solar tinted glass, air conditioning
Manual telescoping trailer tow mirrors with manual glass
Halogen headlamps, 2 front frame mounted tow hooks
Full width vinyl 40/20/40 bench seat with manual recline adjustment
Door trim-armrest/grab handle & reflector, black vinyl floor covering
11.5" day/night rearview mirror, SecuriLock anti-theft ignition
Tachometer, speedometer, oil pressure, transmission temp, engine temp, and fuel gauge
Black cluster w/black gauges w/white graphics and one button message center with
odometer, trip odometer, distance to empty, average fuel economy and engine hour meter
Interval windshield wipers, power point, standard XL trim
Electronic Shift on the Fly
Rear View Camera
3 year or 36,000 mile basic, 5 yr or 60,000 mile Powertrain Warranty

Regular cab 4 wheel drive Ford $24,669.00
Single Rear Wheel NC
SHIFT ON THE FLY STANDARD. MUST REQUEST MANUAL TRANSFER CASE

**Options**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
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<tr>
<td>18B</td>
<td>Cab Steps (w/ Regular Cab XL)</td>
<td>$320.00</td>
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<tr>
<td>52B</td>
<td>Tow Command Integrated Trailer Brake Controller</td>
<td>$270.00</td>
</tr>
<tr>
<td>85S</td>
<td>Tough Bed Spray-in bedliner</td>
<td>$540.00</td>
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<tr>
<td>76C</td>
<td>Exterior Back-up Chime</td>
<td>$140.00</td>
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<tr>
<td>592</td>
<td>Roof Clearance Lights</td>
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</tr>
<tr>
<td>66S</td>
<td>Upfitter Switches</td>
<td>$165.00</td>
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</table>

*Other truck equipment available for the purpose of quotation requests*

Total Truck & Equipment $26,199.00

\[ \times 2 \]

$52,398.00
Notice of Award
Term Contract(s)

T-2101
VEHICLES, TRUCKS, CLASS 3, PICKUP/UTILITY/DUMP, WITH SNOW PLOW OPTION

Vendor Information
By Vendor
By Item
RFP Documents
Email to SEPIDEH GHRBANI

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. Click here to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

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<thead>
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<th>Contract #</th>
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<td>VARIOUS</td>
<td>FROM: 03/19/15  TO: 03/18/19</td>
</tr>
<tr>
<td>LINE#</td>
<td>DESCRIPTION/MFG/BRAND</td>
<td>EST QUANTITY</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>00001</td>
<td>COMM CODE: 072-03-073401 [TRUCKS, INCLUDING, DIESEL, GASOLINE,...]</td>
<td>1.000</td>
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</table>
ITEM DESCRIPTION:
TRUCK, PICKUP, CLASS 3, REGULAR
CAB,
8 FT. BODY, 2WD, AS SPECIFIED IN
THE
RFP.
(SECTION 1, T-2101)

BRAND: 2019 FORD
MODEL: F-350 XL DRW 2WD
REGULAR CAB, MANUFACTURER'S
BODY CODE:
F3C WITH 620A PACKAGE (INCLUDES
AIR
CONDITIONING) AND 425 (50-STATE
EMISSIONS), 996 (6.2L V8 FLEXIBLE
FUEL
ENGINE), 44P (6-SPEED AUTOMATIC
TRANSMISSION) AND FRONT LICENSE
PLATE
BRACKET OPTION CODES.

SHIP TO: RP1
STATEWIDE (PB RELEASE ORDERS)

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION/MFGR/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<td>10.00%</td>
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</table>

ITEM DESCRIPTION:
VEHICLE MANUFACTURER'S
PUBLISHED OPTION
(FOR THE TRIM LINE AND
MANUFACTURER'S
BODY CODE BID FOR THE BASE
VEHICLE)
(SECTION 1, T-2101)

SHIP TO: RP1
STATEWIDE (PB RELEASE ORDERS)

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION/MFGR/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<tbody>
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<td>5.000</td>
<td>EACH</td>
<td>N/A</td>
<td>$24669.00000</td>
</tr>
</tbody>
</table>
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

| Taxpayer Name:          | CHAS. S. WINNER, INC.                        |
| Trade Name:            | WINNER FORD OF CHERRY HILL                  |
| Address:               | 250 HADDONFIELD BERLIN RD                   |
|                        | CHERRY HILL, NJ 08034-3507                  |
| Certificate Number:    | 0061445                                     |
| Effective Date:        | August 28, 1946                             |
| Date of Issuance:      | October 18, 2018                            |

For Office Use Only:
20181018142913541
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. 17:37.

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

**EXHIBIT A**

N.J.S.A. 10:5-31 and N.J.A.C. 17:37
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. 17:37.

Representative's Name/Title (Print):

[Signature]

Representative's Signature:

Name of Company:

Tel. No. 856-214-0055 Date: 9/1/18
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: Chas Sanora, d/b/a Winner Comb

Address: 250obsolete Rd Cherry Hill NJ 08034

Telephone No: 856-214-0755

Contact Name: Michael Orthlich

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, Hawaiian or the Pacific Islands.

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

Woman Business Enterprise

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

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 14 FEB 2019 - 13 MAR 2019.

WINNRR FORD
250 HADDONFIELD-BERLIN RD
CHERRY HILL NJ 08034

FORD M. SCUDDER
Acting State Treasurer
RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

COUNCIL ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value; and

WHEREAS, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

WHEREAS, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction; and

WHEREAS, the City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell one hundred and ninety eight (198) motor vehicles.

2. The successful bidder shall be required to pick up the motor vehicles at the impound operator's facility, 10 Linden Avenue East, Jersey City, NJ 07305 using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than five business days after the sale.

3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is either by a company check or cash. No personal checks will be accepted.

4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.

5. Vehicles will be auctioned as bulk. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.

6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.

7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.

8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.
RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.

10. A list of the motor vehicles to be sold is as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Year</th>
<th>Make</th>
<th>Type</th>
<th>VIN#</th>
<th>Minimum Bid</th>
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<td>VAN</td>
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<tr>
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Continuation of Resolution

City Clerk File No. Res. 18-989

Agenda No. 10.2.4 NOV 07 2018

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Approved: [Signature]

Business Administrator

Certification Required: [Yes/No]

Not Required: [Yes/No]

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
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<th>AYE</th>
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<th>V. V.</th>
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<td>RIDLEY</td>
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Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]

President of Council

[Signature]

City Clerk
RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL VARIOUS IMPOUNDED MOTOR VEHICLES AT PUBLIC AUCTION

Project Manager

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<tr>
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<td>Asst. DPW Director</td>
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<td>Martin Velestí</td>
<td>Automotive Director</td>
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<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortizh@jcni.org">ortizh@jcni.org</a></td>
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<tr>
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<td><a href="mailto:mvalent1@jcni.org">mvalent1@jcni.org</a></td>
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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 ("City") acquired title to various motor vehicles which were impounded and these vehicles have salvage value.
- The City is offering to sell one hundred and ninety eight (198) motor vehicles.
- N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award Auction Resolution

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EMERGENCY ACCESSORIES AND INSTALLATION INC. FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT FOR THE FORD INTERCEPTOR UTILITY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Safety, Division of Police need to purchase emergency accessories for eight police interceptor vehicles; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires a City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, Emergency Accessories & Installations Inc., 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 is in possession of State contracts A81327, A81336, A81344, and will provide emergency accessories for a total contract amount of ninety thousand, two hundred dollars ($90,200.00); and

WHEREAS, funds are available for this contract in the Capital Account:

<table>
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<tr>
<th>Acct #</th>
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<th>State Contracts</th>
<th>Total Contract</th>
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<td>A81327, A81336, A81344</td>
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WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract award to Emergency Accessories & Installations Inc. in the amount of $90,200.00 for the purchase and installation of emergency accessories is authorized.

2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.

3. The term of the contract will be completed upon the delivery of goods and services.

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 to page 2)
Continuation of Resolution

City Clerk File No. Res. 18-990
Agenda No. 10.7.5 NOV 07 2018

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EMERGENCY ACCESSORIES AND INSTALLATION INC. FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT FOR THE FORD INTERCEPTOR UTILITY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Capital Account:

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<th>Total Contract</th>
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Approved by: Peter Polkard, Director of Purchasing
Approved By: Date

APPROVED:

APPROVED AS TO LEGAL FORM:

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

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

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

Rodolfo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk
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</tr>
<tr>
<td>1</td>
<td>54705UINT13</td>
<td>Pro Gard Seat/Barrier</td>
<td>Rear</td>
<td>$1,334.00</td>
<td>25%</td>
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</tr>
<tr>
<td>1</td>
<td>40SBK4713</td>
<td>Outboard Seat Belt System</td>
<td>Rear</td>
<td>$478.00</td>
<td>25%</td>
<td>$358.50</td>
</tr>
<tr>
<td>2</td>
<td>IONJ</td>
<td>ION’S Side Partition</td>
<td>Partition</td>
<td>$150.00</td>
<td>46%</td>
<td>$162.00</td>
</tr>
<tr>
<td>2</td>
<td>LSVBK34</td>
<td>Bracket for Mirror</td>
<td>Side Mirror</td>
<td>$24.50</td>
<td>46%</td>
<td>$26.46</td>
</tr>
<tr>
<td>1</td>
<td>IONBKT1</td>
<td>Bracket for License Plate</td>
<td>Rear License</td>
<td>$32.50</td>
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<td>$17.55</td>
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<tr>
<td>1</td>
<td>FP47UINT13</td>
<td>Floor Pan</td>
<td>Rear Floor</td>
<td>$209.00</td>
<td>25%</td>
<td>$156.75</td>
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**Labor to install above**

Total Cost: $11,275.00

**Additional Notes:** All items are quoted IAW contract #s 81336, 81327, & 81344
AMENDMENT # 236
T-0106
Solicitation # 21817 and 22630

TO: All Using Agencies

DATE: July 25, 2018

FROM: Donald Warren, Procurement Specialist, Commodities/Fleet Unit

SUBJECT: Police and Homeland Security Equipment and Supplies — Statewide — Ninety (90) Day Transitional Extension

CONTRACT PERIOD:

| Original: May 01, 2012 to April 30, 2015 |
| 1st Extension: May 01, 2015 to April 30, 2016 |
| 2nd Extension: May 01, 2016 to October 31, 2016 |
| 3rd Extension: November 01, 2016 to April 30, 2017 |
| Transition: May 01, 2017 to August 28, 2017 |
| Transition: August 29, 2017 to December 26, 2017 |
| Transition: December 27, 2017 to April 27, 2018 |
| Transition: April 28, 2018 to July 26, 2018 |
| Transition: July 27, 2018 to October 24, 2018 |

Please be advised that the following Blanket P.O.s (Contracts) have been extended for a period of ninety (90) days, through October 24, 2018, at the same contract pricing, terms, conditions and specifications:

<table>
<thead>
<tr>
<th>Vendor (Contractor)</th>
<th>Blanket P.O. #</th>
<th>Vendor (Contractor)</th>
<th>Blanket P.O. #</th>
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<tbody>
<tr>
<td>1075 EMERGENCY LIGHTING</td>
<td>81347</td>
<td>LANIGAN ASSOCIATES INC.</td>
<td>81299</td>
</tr>
<tr>
<td>511 INC.</td>
<td>81360</td>
<td>LASER TECHNOLOGY INC.</td>
<td>81322</td>
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<tr>
<td>ABSOLUTE FIRE PROTECTION</td>
<td>81340</td>
<td>LAWMEN SUPPLY CO. NJ INC.</td>
<td>81295</td>
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<td>ADVANCED ELECTRONICS DESIGN</td>
<td>81300</td>
<td>MINE SAFETY APPLIANCES CO.</td>
<td>81357</td>
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<tr>
<td>AMERICAN ALUMINUM ACCESSORIES INC.</td>
<td>81375</td>
<td>MOBILE VISION INC.</td>
<td>81311</td>
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Notice of Award
Term Contract(s)

T-0106
POLICE AND HOMELAND SECURITY EQUIPMENT
AND SUPPLIES - STATEWIDE

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to KRISTI THOMAS

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. Click here to learn more about WinZip or to download the latest version from the WinZip web site.

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<th>NOAs By Title</th>
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<tr>
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<td>T-0106</td>
<td></td>
</tr>
<tr>
<td>Contract #:</td>
<td>VARIOUS</td>
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<tr>
<td>Contract Period:</td>
<td>FROM: 05/01/12 TO: 10/24/18</td>
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The following Master Blanket Purchase Orders (Blanket P.O.) (Contract), awarded to the Vendors (Contractors) listed below, will be extended and set to a “pay only” status in MACSe pending the submittal of an executed Amendment to the Blanket P.O.:

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<tr>
<th>Vendor (Contractor)</th>
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<td>AMERICAN DIVING SUPPLY</td>
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<tr>
<td>AMKUS INC.</td>
<td>81313</td>
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<tr>
<td>ARMORSIELD USA INC.</td>
<td>82179</td>
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<tr>
<td>BATTLEWARE TECHNOLOGIES INC.</td>
<td>81312</td>
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<tr>
<td>GUARDIAN PROTECTIVE SERVICES</td>
<td>82099</td>
</tr>
<tr>
<td>PROTECTIVE PRODUCTS</td>
<td>81350</td>
</tr>
<tr>
<td>SIGNAL VEHICLE PRODUCTS INC.</td>
<td>81371</td>
</tr>
<tr>
<td>LINE#</td>
<td>DESCRIPTION/MFGR/BRAND</td>
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<tr>
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<td>ITEM DESCRIPTION: AUDIBLE &amp; VISUAL EMERGENCY SIGNAL SYSTEM HOURLY LABOR RATE FOR INSTALLATION OF EQUIPMENT</td>
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<tr>
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<th>DESCRIPTION/MFGR/BRAND</th>
<th>EST QUANTITY</th>
<th>UNIT</th>
<th>% DISCOUNT</th>
<th>UNIT PRICE</th>
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<td>EACH</td>
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<th>EST QUANTITY</th>
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<th>UNIT PRICE</th>
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<tr>
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<td>COMM CODE: 680-97-021444 [POLICE, CORRECTIONAL FACILITY AND...]</td>
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<td>EACH</td>
<td>8.45%</td>
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<tr>
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<td>ITEM DESCRIPTION: AUDIBLE &amp; VISUAL EMERGENCY SIGNAL SYSTEM BRAND: L3 MOBILE P/L DATED: 1/11/11 - MASTER</td>
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<table>
<thead>
<tr>
<th>Vendor: ESI EQUIPMENT INC</th>
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<td>DESCRIPTION/MFGR/BRAND</td>
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<tr>
<td>00211</td>
<td>COMM CODE: 257-72-082767 [DEFENSE SYSTEM AND HOMELAND SECURITY...]</td>
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<tr>
<td></td>
<td>ITEM DESCRIPTION: SEARCH AND RESCUE BRAND: HALMATRO</td>
</tr>
<tr>
<td>LINE#</td>
<td>DESCRIPTION/MFGR/BRAND</td>
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<td>-------</td>
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<tr>
<td>00118</td>
<td>COMM CODE: 680-08-082340 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: PROTECTIVE APPAREL (PACA) P/L DATED: 4/15/11 - RETAIL P/L #: PACA04152011</td>
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<td>00094</td>
<td>COMM CODE: 680-92-082671 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: RIOT CONTROL EQUIPMENT &amp; SUPPLIES BRAND: PROGUARD (SHIELDS) P/L DATED: 1/1/12 - LIST PRICE</td>
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<td>00115</td>
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<td>Contract#: 81319</td>
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<tr>
<td>------------------</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address: ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND PA 17070</td>
<td></td>
</tr>
<tr>
<td>Contact Person: SEAN CONNVILLE</td>
<td></td>
</tr>
<tr>
<td>Contact Phone: 717-774-3339</td>
<td></td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address: EAGLE POINT GUN SHOP T J MORRIS &amp; SON 1707 THIRD STREET THOROFARE NJ 08086</td>
<td></td>
</tr>
<tr>
<td>Contact Person: THOMAS J MORRIS III</td>
<td></td>
</tr>
<tr>
<td>Contact Phone: 856-848-6945</td>
<td></td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address: SIG SAUER INC 18 INDUSTRIAL DR EXETER NH 03833</td>
<td></td>
</tr>
<tr>
<td>Contact Person: BETH O BRIEN</td>
<td></td>
</tr>
<tr>
<td>Contact Phone: 603-686-5612</td>
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<tr>
<td>Contact Person: SEAN CONNVILLE</td>
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</tr>
<tr>
<td>Contact Phone: 717-774-3339</td>
<td></td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address: BEYER FORD LLC 31 WILLIAMS PARKWAY EAST HANOVER NJ 07936</td>
<td></td>
</tr>
<tr>
<td>Contact Person: BARBARA M. BEYER</td>
<td></td>
</tr>
<tr>
<td>Contact Phone: 973-319-7011</td>
<td></td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address: EAST COAST EMERGENCY LIGHTING 200 MECO DRIVE MILLSTONE TWP NJ 08535</td>
<td></td>
</tr>
<tr>
<td>Contact Person: DAWN E BAZZURRO</td>
<td></td>
</tr>
<tr>
<td>Contact Phone: 732-940-2211</td>
<td></td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address: EMERGENCY ACCESSORIES &amp; INSTALLATION INC 250 HADDONFIELD-BERLIN RD CHERRY HILL NJ 08034</td>
<td></td>
</tr>
<tr>
<td>Contact Person: DONALD J SLIPP</td>
<td></td>
</tr>
<tr>
<td>Contact Phone: 856-427-2726</td>
<td></td>
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<tr>
<td>Dealer/Distributor Name &amp; Address: LAWMEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN NJ 08109</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>732-940-2211</td>
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</tr>
<tr>
<td>Contact Person:</td>
<td>DONALD J SLIPP</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>856-427-2726</td>
</tr>
<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>EMERGENCY SERVICES SYSTEMS INC 781 HAMILTON STREET SOMERSET NJ 08873</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>LISA KRUSHINSKI</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>908-910-4634</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>MUNICIPAL EQUIPMENT ENTERPRISES LLC 2703 FIRE ROAD EGG HARBOR TWP NJ 08234</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>LEN POLISTINA</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>609-484-0555</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>TRIANGLE COMMUNICATIONS LLC 2362 WALDHEIM AVENUE SCOTCH PLAINS NJ 07076</td>
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<td>BRENT J CHESHIRE</td>
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<td>Contact Phone:</td>
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<tr>
<td>Dealer/Distributor Name &amp; Address:</td>
<td>VINELAND AUTO ELECTRIC INC 382 SOUTH DELSEA DRIVE VINELAND NJ 08360-5397</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>ERNEST M BERTINO</td>
</tr>
<tr>
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<td>856-691-5845</td>
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<td>Contract#: 81336</td>
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<td>BARBARA M. BEYER</td>
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**Vendor:** WHELEN ENGINEER  
**Contract Number:** 81336

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<td>UNIT</td>
<td>% DISCOUNT</td>
<td>UNIT PRICE</td>
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<td>UNIT</td>
<td>% DISCOUNT</td>
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</tr>
<tr>
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<td>250 HADDONFIELD-BERLIN RD</td>
<td></td>
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<td></td>
<td>CHERRY HILL, NJ  08034-3507</td>
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<tr>
<td>Date of Issuance:</td>
<td>October 18, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Office Use Only:
20181018160000978
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding at least 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: Emergency Access Routes + Installation

Address: 250 Beach Rd Englewood Cliffs, N.J. 07632

Telephone No: 856-314-0758

Contact Name: Rich Boyle

Please check applicable category:

[ ] Minority Owned Business (MBE) [ ] Minority & Woman Owned Business (MWBE)

[ ] Woman Owned Business (WBE)

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, Cuban 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 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.
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 layoffs 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
Construction, 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 construction company's bid shall be rejected or 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 Coyle, General Manager, Gail Sales

Representative's Signature: ____________________________

Name of Company: Emergency Accessories Installations

Tel. No.: 908-214-0258 Date: 1/11/18
**STATE OF NEW JERSEY**

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

**EMPLOYEE INFORMATION REPORT**

**SECTION A - COMPANY IDENTIFICATION**

1. Fed. No. or Social Security: 223628434
2. Type of Business: {1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER} 3. Retail
3. Total No. Employees in the Entire Company: 21

4. Company Name: Emergency Accessories & Installations

5. Street: 250 Berlin Rd.
6. City: Cherry Hill
7. County: Camden
8. State: NJ
9. Zip Code: 08034

**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-related categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official/Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales/Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftworkers (skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating (skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>21</td>
<td>19</td>
</tr>
</tbody>
</table>

12. Permanent Minority-Minority Employee Breakdown:

- **MALE**
  - **HISPANIC**
  - **PACIFIC ISLANDER**
  - ** BLACK**
  - **AMERICAN INDIAN**
  - **ASIAN**

- **FEMALE**
  - **HISPANIC**
  - **PACIFIC ISLANDER**
  - ** BLACK**
  - **AMERICAN INDIAN**
  - **ASIAN**

13. Total Employment from previous report: 19

14. Temporary & Part-Time Employees: 0

15. Visual Survey: Yes

16. Number of Employees: 21

17. Dates of Payroll Period Used: From 1/1/16 To 5/6/16

**SECTION C - SIGNATURE AND IDENTIFICATION**

18. Name of PersonCompleting Form (Print or Type): Richard Coyle

19. Signature: [Signature]

20. Title: G.M. Gov't Sales

21. Address No. & Street: 250 Berlin Rd.

22. City: Cherry Hill

23. County: Camden

24. State: NJ

25. Zip Code: 08034

26. Phone/Areas Code: 856 214 6758

27. Date: 5/13/16

28. Mo: Day: Year: 5 13 16
COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Resolution No. 18-077, approved on January 24, 2018, awarded a State contract in the amount of $300,000.00 to CITY AUTO AND TRUCK PARTS LLC, DBA BAYONNE AUTO PARTS for various parts for heavy duty vehicles for the City of Jersey City (City), Department of Public Works; and

WHEREAS, CITY AUTO AND TRUCK PARTS LLC, DBA BAYONNE AUTO PARTS possesses State Contract number A42093; and

WHEREAS, this contract provides various parts to the City’s fleet of 1,600 plus vehicles which includes fire apparatus, police cars, Public Works trucks, snow vehicles, etc; and

WHEREAS, the City exercised the 20% threshold on the original contract amount and increased it by an additional $60,000.00 making the total contract amount $360,000.00; and

WHEREAS, additional funding in the amount of $100,000.00 is needed to keep the City’s fleet of vehicles operational; and

WHEREAS, CITY AUTO AND TRUCK PARTS LLC, DBA BAYONNE AUTO PARTS agrees to provide additional parts and repairs for an amount not to exceed $100,000.00; and

WHEREAS, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, funds are available in Division of Automotive Maintenance Operating Account No. 01-201-26-315-310; and

WHEREAS, this contract is effective until December 31, 2018; and

WHEREAS, this change order increases the total contract amount from $360,000.00 to $460,000.00;

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

1. A change order in the amount of $100,000.00 is hereby approved increasing the Total contract amount from $360,000.00 to $460,000.00; and

2. A notice of this change order shall be published in a newspaper of general circulation in the City of Jersey City as required by law.

(Continued on page # 2)
RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH CITY AUTO AND TRUCK PARTS LLC, DBA BAYONNE AUTO PARTS FOR THE PURCHASE AND DELIVERY OF PARTS FOR HEAVY DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

I, Donna Mauer, as Chief Financial Officer hereby certify that these funds are available in Division of Automotive Maintenance Operating Account No. 01-20126-315-310 for payment of this resolution.

PO # 127620

October 18, 2018

COUNCILPERSON

AYE    NAY    N.V.

Ridley   ✓     YUN ✓    N.V.
Prinz-Arey ✓     SOLOMON ✓    N.V.
Boggiano ✓     ROBINSON ✓    N.V.

✓ 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 A CHANGE ORDER INCREASING THE AMOUNT OF A CONTRACT WITH CITY AUTO AND TRUCK PARTS LLC, DBA BAYONNE AUTO PARTS FOR THE PURCHASE AND DELIVERY OF PARTS FOR HEAVY DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>DPW</th>
<th>Automotive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name&gt;Title</td>
<td>Hector Ortiz</td>
<td>Asst. DPW Director</td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>Automotive Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4400</td>
<td><a href="mailto:ortizh@jcnj.org">ortizh@jcnj.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-4422</td>
<td><a href="mailto:mvalenti@jcnj.org">mvalenti@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

To supply various parts for the City’s fleet.
Provide parts for class 5 or over 15,000 LBS.
The City’s fleet is about 1,600.
Local Jersey City vendor.
DPW spent about $300,000.00 in 2017.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

01-201-26-315-310 (Automotive Operating)  Until 12/31/18.
Total amending amount = $100,000.00

Type of award  State Contract

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CITY AUTO & TRUCK PARTS LLC D/B/A BAYONNE AUTO PARTS FOR THE PURCHASE AND DELIVERY OF PARTS FOR HEAVY DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City), Department of Public Works, Division of Automotive need parts for their heavy duty vehicles class or over 15,000 lbs; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding $40,000.00; and

WHEREAS, City Auto & Truck Parts LLC D/B/A Bayonne Auto Parts, 1522 John F. Kennedy Boulevard, Jersey City, New Jersey 07305 is in possession of State Contract A42093, and will provide heavy duty parts for a total amount of three hundred thousand dollars ($300,000.00); and

WHEREAS, funds are available for this contract in the Operating Account:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>P.O. #</th>
<th>State Contract</th>
<th>Total Contract</th>
<th>Temp Enc</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-315-310</td>
<td>127620</td>
<td>A42093</td>
<td>$300,000.00</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

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

1. A contract in the amount of $300,000.00 is awarded to City Auto & Truck Parts LLC D/B/A Bayonne Auto Parts for heavy duty parts.

2. The term of the contract shall be effective January 25, 2018 through December 31, 2018.

3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.

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.

5. Pursuant to N.J.A.C. 5:34-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget.

(Continued to page 2)
Continuation of Resolution

City Clerk File No. Res-18-077
Agenda No. 10-Z JAN 24 2018

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CITY AUTO & TRUCK PARTS LLC DBA BAYONNE AUTO PARTS FOR THE PURCHASE AND DELIVERY OF PARTS FOR HEAVY DUTY VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account.

<table>
<thead>
<tr>
<th>Act #</th>
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<td>127620</td>
<td>A42093</td>
<td>$300,000.00</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

Approved by: Peter Polgad, Director of Purchasing
RPPO, QPA

January 17, 2018

APPROVED:

APPROVED AS TO LEGAL FORM

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-24-18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
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</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
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</tr>
</tbody>
</table>

N.V.-Not Voting (Abstain)

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

, President of Council
Robert Byrne, City Clerk
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
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.

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2. Certificate of Employee Information Report
3. 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

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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. 1015-31 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): [Signature]
Representative’s Signature: [Signature]
Name of Company: [Signature]
Tel. No.: [Signature]
Date: [Signature]
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY 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, or 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:
Representative’s Signature:
Name of Company:
Tel. No.: 701-432-3321
Date: 10/1/18
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: CITY AUTO PARTS LLC
Address: 522 KENNEDY BLVD JERSEY CITY, NJ 07305
Telephone No.: 201-432-3321
Contact Name: [Signature]

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

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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: City Automotive Parts, LLC
Address: 1522 Kennedy Blvd. Jersey City NJ 07305
Telephone No.: 201-432-3231
Contact Name: [Signature]

Please check applicable category:

✓ Minority Owned Business (MBE)  __ Minority & Woman Owned Business (MWBE)

___ Woman Owned business (WBE)  ___ Neither

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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
CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am [Name of Contractor] of the firm of [Name of Firm] LLC, the Contractor who submitted the lowest responsible bid for the project known as [Project Name Etc.]

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 [Date] day of [Month] 2018, the firm of [Name of Firm] LLC 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.

[Name of Firm] LLC
(Name of Contractor)

Signed By: [Signature]

Dated: [Date]
Title: [Title]

Sworn and subscribed to before me
This [Date] day of [Month], 2018

[Name]
NOTARY PUBLIC
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to W.A.C. 17.27-4.1 et seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of 15-JUL-2021 to 15-JUL-2021.

CITY AUTO & TRUCK PARTS INC
1522 KENNEDY BLVD
JERSEY CITY

Andrew F. Sidamon-Eristoff
State Treasurer
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>CITY AUTO &amp; TRUCK PARTS, LIMITED LIABILITY COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td>BAYONNE AUTO PARTS</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>1522 KENNEDY BOULEVARD JERSEY CITY, NJ 07305</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>1879851</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>June 10, 2014</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>October 23, 2018</td>
</tr>
</tbody>
</table>

For Office Use Only:
20181023091240867
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 10/01/18** (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 (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: City 490 & Three Pints LLC

Signed: [Signature]

Print Name: [Print Name]

Subscribed and sworn before me this 18th day of October, 2018.

My Commission expires: [Notary Seal]

JENNIFFER MALIA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 11, 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
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
- Lavarrro for Councilman
- Friends of Joyce Watterman
- Friends of Daniel Rivera
- Ridley for Council
- Mira Prinz-Arey for Council
- Friends of Richard Boggiano
- Michael Yun for Council
- Solomon 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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: [Signature]
Printed Name of Affiant: [Signature]
Date: [Date]

Subscribed and sworn before me this 12th day of October, 2018.

My Commission expires:

[Seal]

JENNIFER MALIA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPRESSES MAY 11, 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: | CITY HEATING & AIR INC. |
| Address: | 1525 KENNEDY BLVD. |
| City: | JERSEY CITY |
| State: | NJ |
| Zip: | 07305 |

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
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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

☐ 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:

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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☐ Check here if the information is continued on subsequent page(s)
RESOLUTION AUTHORIZING THE RENEWAL OF OPEN-END CONTRACTS WITH A&B UNDERCAR REPAIR INC; AGM TRANSMISSION LLC, DAVE'S TRANSMISSION AND ZOLAND CORPORATION FOR TRANSMISSION REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF

THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-878, approved on November 16, 2017, awarded one-year contracts to A&B Undercar Repair Inc; for $287,000.00; AGM Transmission for $305,000.00, Dave's Transmission for $320,000.00 and Zoland Corporation, for $325,000.00 for transmission repairs for the City of Jersey City (City), Department of Public Works / Division of Automotive 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 November 17, 2018 and ending on November 16, 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 to A&B Undercar Repair Inc for $293,314.00; AGM Transmission for $311,710.00 Dave's Transmission for $327,040.00 and Zoland Corporation, for $332,150.00; and

WHEREAS, funds are available in the Division of Automotive Maintenance Operating Account No. 18-01-201-26-315-310.

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 agreements with A&B Undercar Repair Inc; AGM Transmission, Dave's Transmission, and Zoland Corporation for transmission repairs for the City of Jersey City (City), Department of Public Works, Division of Automotive Maintenance;

2) The renewal contract is for a one-year period effective as of November 17, 2018, and the total cost of the contract shall not exceed with A&B Undercar Repair Inc for $293,314.00; AGM Transmission for $311,710.00 Dave's Transmission for $327,040.00 and Zoland Corporation, for $332,150.00;

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.;

(Continued on Page 2)
TITLE:
RESOLUTION AUTHORIZING THE RENEWAL OF OPEN-END CONTRACTS WITH A&B UNDERCAR REPAIR INC; AGM TRANSMISSION LLC, DAVE’S TRANSMISSION AND ZOLAND CORPORATION FOR TRANSMISSION REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

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 permanent budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year temporary 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.

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Automotive Maintenance Operating Account No. 18-01-201-26-315-310 for payment of the above resolution.

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>PURCHASE ORDER #</th>
<th>CONTRACT AMOUNT</th>
<th>TEMPORARY ENCUMBRANCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;B</td>
<td>131113</td>
<td>$293,314.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>AGM</td>
<td>131114</td>
<td>$311,710.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>DAVE’S</td>
<td>131115</td>
<td>$327,040.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>ZOLAND</td>
<td>131116</td>
<td>$332,150.00</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

October 26, 2018

APPROVED: Patrick G. Stamatakis, DPW Director
APPROVED AS TO LEGAL FORM
Business Administrator
Certification Required ☐
Not Required ☐
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-7-18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td></td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td></td>
<td></td>
<td></td>
<td>SOGGIANO</td>
<td></td>
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<tr>
<td>SOGGIANO</td>
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</tr>
</tbody>
</table>

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 RENEWAL OF OPEN-END CONTRACTS WITH A&B UNDERCAR REPAIR INC; AGM TRANSMISSION LLC, DAVE’S TRANSMISSION AND ZOLAND CORPORATION FOR TRANSMISSION REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPW</td>
<td>Hector Ortiz</td>
<td>201-547-4400</td>
<td>Automotive</td>
<td>Asst. DPW Director</td>
<td><a href="mailto:ortizh@jcni.org">ortizh@jcni.org</a></td>
</tr>
<tr>
<td></td>
<td>Martin Valenti</td>
<td>201-547-4422</td>
<td>Automotive</td>
<td>Automotive Director</td>
<td><a href="mailto:mvalenti@jcni.org">mvalenti@jcni.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

- Provide transmission repairs to the City’s fleet as needed.
- Contract awarded to four (4) vendors.
- They are all local Jersey City vendors.
- Open end contract.
- DPW spent about $500,000.00.

Cost (Identify all sources and amounts)

| 01-201-26-315-310 (Automotive Operating) | Total Contract amount= $1,210,214.00 |
| Temporary Encumbrancy = $80,000.00     | 11/17/18 to 11/16/19. One (1) more option remaining. |

Type of award

Contract Renewal – Public Bid

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

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

City Clerk File No.  Res. 17-878
Agenda No. 10-Y
Approved: NOV 16 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF OPEN-END CONTRACTS TO A&B UNDERCAR REPAIR INC., AGM TRANSMISSION LLC, DAVE’S TRANSMISSION AND ZOLAND CORP. FOR TRANSMISSION REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) advertised for the receipt of bids on September 28, 2017 for transmission repair services for the Department of Public Works/Division of Automotive Maintenance; and

WHEREAS, the City received bids from a total of four (4) vendors; and

WHEREAS, the vendors that submitted bids are A&B Undercar Repair Inc., AGM Transmission LLC, Dave’s Transmission and Zoland Corp.; and

WHEREAS, because of the large number of vehicles that the City owns there will be times when the primary vendor will not have enough capacity at its facility to accept all of the vehicles that the City sends for transmission repairs services; and

WHEREAS, when the primary vendor is unable to accept a vehicle, the City will select alternate vendor no. 1 to perform the services, and if alternate vendor no. 1 is unable to perform the services, the City will select alternate vendor no. 2 to perform the services, and if alternate vendor no. 2 is unable to perform the services, the City will select alternate vendor no. 3 to perform the services; and

WHEREAS, the contracts were bid as one (1) year open-end contracts with the following minimum and maximum quantities specified:

<table>
<thead>
<tr>
<th></th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission Repairs</td>
<td>0</td>
<td>3000 estimated hours</td>
</tr>
<tr>
<td>Parts and Materials</td>
<td>0</td>
<td>$100,000 estimated cost</td>
</tr>
</tbody>
</table>

WHEREAS, the bidders submitted the following quotes:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Hourly Labor Rate</th>
<th>Materials Markup</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;B (primary vendor)</td>
<td>$55.00</td>
<td>10%</td>
<td>$287,000.00</td>
</tr>
<tr>
<td>AGM (Alternate no. 1)</td>
<td>$65.00</td>
<td>10%</td>
<td>$305,000.00</td>
</tr>
<tr>
<td>Dave’s (Alternate no. 2)</td>
<td>$70.00</td>
<td>10%</td>
<td>$320,000.00</td>
</tr>
<tr>
<td>Zoland (Alternate no. 3)</td>
<td>$70.00</td>
<td>15%</td>
<td>$325,000.00</td>
</tr>
</tbody>
</table>

WHEREAS, the Total Cost is calculated by multiplying the hourly labor rate by 3000 estimated hours and adding to that number the $100,000 estimated cost for repair parts and materials plus the percentage markup; and

WHEREAS, the Purchasing Agent has certified that he considers the bids submitted by all the bidders to be fair and reasonable; and

WHEREAS, the sum of Forty Thousand ($40,000.00) Dollars is available in Automotive Operating Account No. 01-201-26-315-318; and

WHEREAS, the balance of the contract funds will be made available as the City places orders for services.

(continued on Page 2)
RESOLUTION AUTHORIZING THE AWARD OF OPEN-ENDED CONTRACTS TO A&B UNDERCAR REPAIR INC., AGM TRANSMISSION LLC, DAVE'S TRANSMISSION AND ZOLAND CORP. FOR TRANSMISSION REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF AUTOMOTIVE MAINTENANCE

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute agreements with A&B Undercar Repair Inc., AGM Transmission LLC, Dave's Transmission and Zoland Corp. for transmission repairs for the Department of Public Works/Division of Automotive Maintenance;

2. The contracts are awarded as one (1) year open-ended contracts based on the hourly labor rates and parts and materials percentage markups set forth above and based on estimated quantities of 3000 hours for labor and $100,000.00 for repair parts and materials;

3. The City reserves the right to extend the contracts for up to two (2) additional one (1) year terms pursuant to the terms and conditions of the bid specifications;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contracts;

5. Upon certification by an officer or employee of the City authorized to attest that the vendor(s) have complied with specifications in all respects, and the requirements of the contracts met, then payment to the vendor(s) shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

6. The awards of these contracts shall be subject to the condition that the vendors provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

Approved by

Pete Torgato, Director of Purchasing, QPA

Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account shown below:

<table>
<thead>
<tr>
<th>Account #</th>
<th>P.O.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-26-315-310</td>
<td>126343</td>
<td>Temp. Encumb. A&amp;B Undercar</td>
<td>$10,000.00</td>
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<tr>
<td>01-201-26-315-310</td>
<td>126344</td>
<td>Temp. Encumb. AGM</td>
<td>$10,000.00</td>
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<tr>
<td>01-201-26-315-310</td>
<td>126345</td>
<td>Temp. Encumb. Dave's</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>01-201-26-315-210</td>
<td>124546</td>
<td>Temp. Encumb. Zoland</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Temp. Encumb.</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

Approved as to Legal Form

Record of Council Vote on Final Passage

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>GAJEWSKI</td>
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</tr>
<tr>
<td>GASSDEN</td>
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<tr>
<td>BOSSANO</td>
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Not Required

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
Regional prices increased 0.1 percent over the month, 2.2 percent over the year.

The Consumer Price Index for All Urban Consumers (CPI-U) in the Northeast inched up 0.1 percent in September, the U.S. Bureau of Labor Statistics reported today. Sheila Watkins, the Bureau's regional commissioner, noted that this was mostly due to a 0.1-percent increase in the all items less food and energy index. The food index also increased over the month, up 0.2 percent, while the energy index was unchanged. (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 2.2 percent. (See chart 1 and table A.) The all items less food and energy index led the advance, rising 1.8 percent. The energy index and the food index also rose, up 5.9 and 2.4 percent, respectively, since September 2017. (See table 1.)

Chart 1. Over-the-year percent change in CPI-U, Northeast Region, September 2015–September 2018


Food

The food index edged up 0.2 percent since August as prices for food at home increased 0.3 percent. Food away from home prices also rose, inching up 0.1 percent.

From September 2017 to September 2018, the food index increased 2.4 percent. Prices for both food away from home and food at home increased over the year, up 2.8 and 2.1 percent, respectively.

Energy

The energy index, which includes prices for household and transportation fuels, was unchanged in September. Gasoline prices inched up 0.1 percent since August, while prices for utility (piped) gas service and electricity decreased, down 0.4 and 0.1 percent, respectively.

The energy index advanced 5.9 percent since September 2017. The increase reflected higher prices for gasoline, up 6.5 percent. Prices also increased over the year for utility (piped) gas service (5.8 percent) and electricity (2.1 percent).
All items less food and energy
The index for all items less food and energy inched up 0.1 percent over the month. Higher prices for apparel (4.3 percent), among others, were moderated by lower prices for new and used motor vehicles (-1.8 percent) and shelter (-0.2 percent).

The index for all items less food and energy increased 1.8 percent since September 2017, led by higher prices for shelter, up 2.8 percent. Prices also rose over the year for medical care (2.1 percent) and education and communication (1.9 percent), but were lower for apparel (-1.9 percent), among others.

Table A. Northeast region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>January</td>
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<td>1.5</td>
<td>0.7</td>
<td>2.5</td>
<td>0.5</td>
</tr>
<tr>
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<td>0.1</td>
<td>1.0</td>
<td>0.2</td>
<td>2.6</td>
<td>0.4</td>
</tr>
<tr>
<td>March</td>
<td>0.8</td>
<td>1.5</td>
<td>0.2</td>
<td>1.7</td>
<td>1.8</td>
</tr>
<tr>
<td>April</td>
<td>0.0</td>
<td>1.6</td>
<td>0.2</td>
<td>1.2</td>
<td>1.9</td>
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<tr>
<td>May</td>
<td>0.4</td>
<td>2.0</td>
<td>0.3</td>
<td>1.9</td>
<td>1.4</td>
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<tr>
<td>June</td>
<td>0.0</td>
<td>1.9</td>
<td>0.3</td>
<td>1.7</td>
<td>0.4</td>
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<td>0.2</td>
<td>1.7</td>
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<tr>
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<td>1.3</td>
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<td>1.3</td>
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<td>-0.2</td>
<td>1.4</td>
<td>0.2</td>
<td>1.6</td>
<td>-0.1</td>
</tr>
<tr>
<td>November</td>
<td>-0.4</td>
<td>0.9</td>
<td>0.2</td>
<td>1.6</td>
<td>-0.1</td>
</tr>
<tr>
<td>December</td>
<td>-0.5</td>
<td>0.4</td>
<td>0.5</td>
<td>1.9</td>
<td>-0.1</td>
</tr>
</tbody>
</table>

The Consumer Price Index for October 2018 is scheduled to be released Wednesday, November 14, 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 15.5 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.

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.


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)
<table>
<thead>
<tr>
<th>Expenditure category</th>
<th>Indexes</th>
<th>Percent change from</th>
</tr>
</thead>
<tbody>
<tr>
<td>All items (December 1977 = 100)</td>
<td>↑</td>
<td>265,830</td>
</tr>
<tr>
<td>All items</td>
<td>↑</td>
<td>418,601</td>
</tr>
<tr>
<td>Food and beverages</td>
<td>↑</td>
<td>260,347</td>
</tr>
<tr>
<td>Food</td>
<td>↑</td>
<td>260,792</td>
</tr>
<tr>
<td>Food at home</td>
<td>↑</td>
<td>243,903</td>
</tr>
<tr>
<td>Cereals and bakery products</td>
<td>↑</td>
<td>235,679</td>
</tr>
<tr>
<td>Meats, poultry, fish, and eggs</td>
<td>↑</td>
<td>255,420</td>
</tr>
<tr>
<td>Dairy and related products</td>
<td>↑</td>
<td>227,522</td>
</tr>
<tr>
<td>Fruits and vegetables</td>
<td>↑</td>
<td>311,977</td>
</tr>
<tr>
<td>Nonalcoholic beverages and beverage materials</td>
<td>↑</td>
<td>173,237</td>
</tr>
<tr>
<td>Other food at home</td>
<td>↑</td>
<td>254,882</td>
</tr>
<tr>
<td>Food away from home</td>
<td>↑</td>
<td>260,675</td>
</tr>
<tr>
<td>Alcoholic beverages</td>
<td>↑</td>
<td>253,508</td>
</tr>
<tr>
<td>Housing</td>
<td>↑</td>
<td>263,331</td>
</tr>
<tr>
<td>Rent of primary residence</td>
<td>↑</td>
<td>351,001</td>
</tr>
<tr>
<td>Owners' equivalent rent of residence(1)</td>
<td>↑</td>
<td>351,404</td>
</tr>
<tr>
<td>Owners' equivalent rent of primary residence(1)</td>
<td>↑</td>
<td>362,179</td>
</tr>
<tr>
<td>Fuels and utilities</td>
<td>↑</td>
<td>250,350</td>
</tr>
<tr>
<td>Household energy</td>
<td>↑</td>
<td>204,419</td>
</tr>
<tr>
<td>Energy services</td>
<td>↑</td>
<td>201,014</td>
</tr>
<tr>
<td>Electricity</td>
<td>↑</td>
<td>208,485</td>
</tr>
<tr>
<td>Utility (piped) gas service</td>
<td>↑</td>
<td>173,183</td>
</tr>
<tr>
<td>Household furnishings and operations</td>
<td>↑</td>
<td>116,722</td>
</tr>
<tr>
<td>Apparel</td>
<td>↑</td>
<td>124,772</td>
</tr>
<tr>
<td>Transportation</td>
<td>↑</td>
<td>210,087</td>
</tr>
<tr>
<td>Private transportation</td>
<td>↑</td>
<td>203,643</td>
</tr>
<tr>
<td>New and used motor vehicles(2)</td>
<td>↑</td>
<td>97,374</td>
</tr>
<tr>
<td>New vehicles</td>
<td>↑</td>
<td>143,208</td>
</tr>
<tr>
<td>New cars and trucks(2)</td>
<td>↑</td>
<td>92,247</td>
</tr>
<tr>
<td>New cars(2)</td>
<td>↑</td>
<td>132,523</td>
</tr>
<tr>
<td>Used cars and trucks</td>
<td>↑</td>
<td>146,938</td>
</tr>
<tr>
<td>Motor fuel</td>
<td>↑</td>
<td>250,214</td>
</tr>
<tr>
<td>Gasoline (all types)</td>
<td>↑</td>
<td>249,152</td>
</tr>
<tr>
<td>Gasoline, unleaded regular(2)</td>
<td>↑</td>
<td>246,802</td>
</tr>
<tr>
<td>Gasoline, unleaded midgrade(2)</td>
<td>↑</td>
<td>261,951</td>
</tr>
<tr>
<td>Gasoline, unleaded premium(2)</td>
<td>↑</td>
<td>254,268</td>
</tr>
<tr>
<td>Motor vehicle insurance(2)</td>
<td>↑</td>
<td>615,985</td>
</tr>
<tr>
<td>Medical care</td>
<td>↑</td>
<td>504,541</td>
</tr>
<tr>
<td>Medical care commodities</td>
<td>↑</td>
<td>390,243</td>
</tr>
<tr>
<td>Medical care services</td>
<td>↑</td>
<td>537,520</td>
</tr>
<tr>
<td>Professional services</td>
<td>↑</td>
<td>380,808</td>
</tr>
<tr>
<td>Recreation(2)</td>
<td>↑</td>
<td>123,661</td>
</tr>
<tr>
<td>Education and communication(2)</td>
<td>↑</td>
<td>141,292</td>
</tr>
<tr>
<td>Tuition, other school fees, and child care(2)</td>
<td>↑</td>
<td>1,220,420</td>
</tr>
<tr>
<td>Other goods and services</td>
<td>↑</td>
<td>486,926</td>
</tr>
<tr>
<td>Commodity and service group</td>
<td>↑</td>
<td>191,270</td>
</tr>
<tr>
<td>Commodities</td>
<td>↑</td>
<td>152,618</td>
</tr>
<tr>
<td>Commodities less food and beverages</td>
<td>↑</td>
<td>200,744</td>
</tr>
<tr>
<td>Nondurables less food and beverages</td>
<td>↑</td>
<td>102,233</td>
</tr>
<tr>
<td>Durables</td>
<td>↑</td>
<td>337,754</td>
</tr>
<tr>
<td>Special aggregate indexes</td>
<td>↑</td>
<td></td>
</tr>
<tr>
<td>Footnotes</td>
<td>↑</td>
<td></td>
</tr>
<tr>
<td>(1) Indexes on a December 1957=100 base.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Indexes on a December 1997=100 base.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Special index based on a substantially smaller sample.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Indexes on a December 1997=100 base.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5) Indexes on a December 1977=100 base.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>-----------------</td>
<td>-----------</td>
</tr>
<tr>
<td>All items less shelter</td>
<td>(1)</td>
<td>236.513</td>
</tr>
<tr>
<td>All items less medical care</td>
<td>(2)</td>
<td>265.352</td>
</tr>
<tr>
<td>Commodities less food</td>
<td>(3)</td>
<td>167.297</td>
</tr>
<tr>
<td>Nondurables</td>
<td>(4)</td>
<td>230.734</td>
</tr>
<tr>
<td>Nondurables less food</td>
<td>(5)</td>
<td>203.805</td>
</tr>
<tr>
<td>Services less rent of shelter(U)</td>
<td>(6)</td>
<td>325.194</td>
</tr>
<tr>
<td>Services less medical care services</td>
<td></td>
<td>323.997</td>
</tr>
<tr>
<td>Energy</td>
<td></td>
<td>223.343</td>
</tr>
<tr>
<td>All items less energy</td>
<td></td>
<td>272.043</td>
</tr>
<tr>
<td>All items less food and energy</td>
<td></td>
<td>276.730</td>
</tr>
</tbody>
</table>

Footnotes:
1. Indexes on a December 1982=100 base.
2. Indexes on a December 1997=100 base.
3. Special index based on a substantially smaller sample.
4. Indexes on a December 1999=100 base.
5. Indexes on a December 1977=100 base.

Last Modified Date: Thursday, October 11, 2018
<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Estimated Hours Annually (A)</th>
<th>Unit Cost (B)</th>
<th>Extended Cost (C) = AxB</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor - Transmission Repair</td>
<td>Hourly Rate</td>
<td>2000</td>
<td>$59.00</td>
<td>$177,000</td>
<td>$177,000</td>
</tr>
</tbody>
</table>

**Repair Parts and Materials (II)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Materials Cost (A)</th>
<th>% Mark-Up (B)</th>
<th>Mark-Up Cost (C) = AxB</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair Parts and Materials</td>
<td>$100,000</td>
<td>10</td>
<td>$10,000</td>
<td>$110,000</td>
</tr>
</tbody>
</table>

**GRAND TOTAL: TOTAL LABOR COST (I) PLUS TOTAL PARTS AND MATERIALS (II)**

$287,000.00

NOTE: A bid must be entered for all items. Award of contract shall be based on all items being provided by one Contractor. The failure to bid any one item will result in the automatic
EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

Jean F. Abuan
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
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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): KHASAN (SAB) ABU BAKR
Representative's Signature: __________________________
Name of Company: A'B UNDERCARE REPAIR INC
Tel. No.: 609-386-5903 Date: 10/10/15
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 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: NASSAN (SAM) ABU BAKR
Representative’s Signature: [Signature]
Name of Company: ABU BAKR INDUSTRIAL REPAIR INDUSTRIES
Tel No.: 216-689-3351  Date: 10/10/15
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: A.B. Underco Repair Inc
Address: 700 Tunnel Ave
Telephone No.: 201-659-3551
Contact Name: Hassan Abu-Beliz

Please check applicable category:

[ ] Minority Owned Business (MBE) [ ] Woman Owned business (WBE)
[ ] Minority & Woman Owned Business (MWBE) [ ] 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: A3B Undercar Repair Inc
Address: 700 Tunnel Ave, Jersey City, NJ 07301
Telephone No.: 801-659-3551
Contact Name: Hassan Abu Bakr

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
# DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

## DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

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

### SECTION A - COMPANY IDENTIFICATION

1. **FED. NO. OR SOCIAL SECURITY**  
   2. **ASSIGNED CERTIFICATION NUMBER**  
   3. **ISSUE DATE**  
   4. **EXPIRATION DATE**  
   5. **COMPANY NAME**  
   6. **STREET**  
   7. **CITY**  
   8. **COUNTY**  
   9. **STATE**  
   10. **ZIP CODE**  

**AB UNDERCAR REPAIR INC.**  
722 TUNNEL AVENUE  
JERSEY CITY, NEW JERSEY  
Hudson County, New Jersey  
07304

### SECTION B - SIGNATURE AND IDENTIFICATION

1. **REASON FOR REQUEST OF DUPLICATE CERTIFICATE**
   - [ ] Lost Certificate  
   - [ ] Damaged  
   - [ ] Other (Specify)

### SECTION C - SIGNATURE AND IDENTIFICATION

1. **NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)**  
2. **SIGNATURE**  
3. **TITLE**  
4. **DATE**  
5. **ADDRESS NO. & STREET**  
6. **CITY**  
7. **COUNTY**  
8. **STATE**  
9. **ZIP CODE**  
10. **PHONE (AREA CODE, NO. EXTENSION)**

**HASAN ABDULLAH**  
10/10/13

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

### INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

1. **ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or one partner, in the case of a partnership.

2. **ITEM 2** - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

3. **ITEM 3** - Enter the name by which the company is identified.

4. **ITEM 4** - Enter the physical location of the company, include City, County, State and Zip Code.

5. **ITEM 5** - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

6. **ITEM 6** - Print or type the name of the person completing the form, include the signature, title and date.

7. **ITEM 7** - Enter the physical location where the form is being completed, include City, State, Zip Code and Phone Number.

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

**NJ Department of the Treasury**  
**Division of Public Contracts**  
**Equal Employment Opportunity Compliance**  
**PO Box 206**  
**Trenton, New Jersey 08625-0206**  
**Telephone No. (609) 292-5473**

**PLEASE ALLOW 13 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE**
STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
Division of Contract Compliance & Equal Employment Opportunity  
VENDOR ACTIVITY SUMMARY REPORT  

<table>
<thead>
<tr>
<th>CERTIFICATE NO.</th>
<th>31498</th>
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</thead>
<tbody>
<tr>
<td>NAME OF FACILITY</td>
<td>A&amp;B Undercar Repair Inc.</td>
</tr>
<tr>
<td>STREET</td>
<td>100 Tonmele Ave</td>
</tr>
<tr>
<td>CITY</td>
<td>Jersey City</td>
</tr>
<tr>
<td>COUNTY</td>
<td>Hudson</td>
</tr>
<tr>
<td>STATE</td>
<td>NJ</td>
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<tr>
<td>ZIP CODE</td>
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</table>

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIALS &amp; MANAGERS</td>
<td>Total</td>
<td>Black</td>
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<tr>
<td>PROFESSIONALS</td>
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<td>TECHNICIANS</td>
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<td></td>
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<tr>
<td>SALES WORKERS</td>
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<td></td>
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<tr>
<td>OFFICE &amp; CLERICAL</td>
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<td>CRAFTWORKERS</td>
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<td></td>
</tr>
<tr>
<td>Total</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

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

NAME OF PERSON COMPLETING FORM (Print or Type):  
ABU-BARR HASSAN  
ADDRESS (NO. & STREET):  
700 Tonmele Ave  
(CITY): Jersey City  
(STATE): NJ  
(ZIP): 07307  
PHONE (AREA CODE, NO., EXTENSION): 201-659-3551.
This is to certify that the contractor is in full compliance with the requirements of the 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-SEP-2023 to 15-SEP-2023.

A & B UNDERCARE REPAIR INC. DBA UNDERCARE INC.
700 TANNELE AVE.
JERSEY CITY, NJ 07306

FORD M. SCUDDER
State Treasurer
<table>
<thead>
<tr>
<th><strong>STATE OF NEW JERSEY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>A &amp; B UNDERCAR REPAIR INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td>MEINEKE CAR CARE CENTER</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>700 TONNELLE AVENUE</td>
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<tr>
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<td>JERSEY CITY, NJ 07307-4001</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0556399</td>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>November 09, 1989</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>September 25, 2017</td>
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For Office Use Only:

20170925094340245
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 AFB Undersea Repair Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/2/2017** (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 AFB Undersea Repair 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: AFB Undersea Repair Inc.

Signed: __________________________ Title: ______________

Print Name: ______________________________________ Date: 10/22/11

Subscribed and sworn before me this 23rd day of December, 2016.

My Commission expires:

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

ROBIN L. CAPUANO  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2207527  
My Commission Expires Dec. 06, 2022

**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 committees; or political party committee representing the elected officials of the <name of entity of elected official> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

| Steven Fulop for Mayor 2017          | Mira Prinz-Arcy 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>HASAN ABU BAKR</td>
<td>2 LORD. DR. GREENWOOD LADY, 3T 08925</td>
</tr>
</tbody>
</table>

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: A1B Vending & Repair Inc
Signature of Affiant: ...
Printed Name of Affiant: HASSAN ABU BAKR
Title: Purse
Date: 1/12/2018

Subscribed and sworn before me this 22 day of OCTOBER, 2018
My Commission expires: DEC. 09, 2022

ROBIN L. CAPUANO
NOTARY PUBLIC OF NEW JERSEY
ID # 2207527
My Commission Expires Dec. 09, 2022
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: | A'B Undergr Resi 1 W C |
| Address: | 7 E Tennyson Ave. | |
| City: | Del | State: N\Y | Zip: 07307 |

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
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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ Check here if the information is continued on subsequent page(s)
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page 2 of 2

Vendor Name:

<table>
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</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
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-SEP-2016 to 15-SEP-2023.

A & B UNDERCARE REPAIR INC. DBA MEYNEKE CAR
700 TANNELE AVE.
JERSEY CITY NJ 07307

FORD M. SCUDDER
State Treasurer
<table>
<thead>
<tr>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>November 09, 1989</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>October 23, 2018</td>
</tr>
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</table>

**For Office Use Only:**
20181023103037981
### Labor: Transmission Repair (I)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Estimated Number of Hours Annually [A]</th>
<th>Unit Cost [B]</th>
<th>Extended Cost [C] = [A][B]</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Labor - Transmission Repair</td>
<td>Hourly Rate</td>
<td>3000</td>
<td>$65.00</td>
<td>$195,000</td>
<td>$195,000</td>
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</table>

### Repair Parts and Materials (II)

<table>
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<tbody>
<tr>
<td>Repair Parts and Materials</td>
<td>$100,000</td>
<td>10%</td>
<td>$10,000</td>
<td>$110,000</td>
</tr>
</tbody>
</table>

**Grand Total: Total Labor Cost (I) Plus Total Parts and Materials (II)**

$305,000.00

(Original Bid)

NOTE: A bid must be entered for all items. Award of contract shall be based on all items being provided by one Contractor. The Failure to bid any one item will result in the automatic rejection of the bid.
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
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 conformance 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 his 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 certifies that their 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): Zaki ef Karas
Representative’s Signature: Zaki ef Karas
Name of Company: AGM Transmission LLC
Tel. No.: 301-451-2006
Date: 9/14/18
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner of AGM Transmission LLC (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. §12132 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 thereunto, 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 any such aid, benefit, or service on behalf of the owner pursuant to 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: Zaliif Karas
Representative’s Signature: [Signature]
Name of Company: AGM Transmission LLC
Tel No.: 201-451-2006
Date: 07/14/18
STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
Division of Contract Compliance & Equal Employment Opportunity  
VENDOR ACTIVITY SUMMARY REPORT  

CERTIFICATE NO.: 58194  
DATES OF PAYROLL PERIOD USED: FROM 8/31/17 TO 8/31/18  
NAME OF FACILITY: 790 Communipaw Ave, Jersey City, Hudson, NJ 07304  

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIALS &amp; MANAGERS</td>
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</tr>
<tr>
<td>PROFESSIONALS</td>
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<tr>
<td>TECHNICIANS</td>
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<tr>
<td>SALES WORKERS</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

I certify that the information on this form is true and correct.  
NAME OF PERSON COMPLETING FORM (PRINT OR TYPE):  
LAST NAMES:  
FIRST NAMES:  
ADDRESS (NO. & STREET): 790 Communipaw Ave, Jersey City, NJ 07304  
(CITY) (STATE) (ZIP)  
PHONE (AREA CODE, NO., EXTENSION): 201-461-2006  
SIGNATURE:  
DATE SUBMITTED: 9/4/18  

SIGNED:  
DATE: 9/4/18  
ADDRESS: 790 Communipaw Ave, Jersey City, NJ 07304  
(CITY) (STATE) (ZIP)  
PHONE (AREA CODE, NO., EXTENSION): 201-461-2006
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: AGM Transmission LLC
Address: 790 Communipaw Ave Jersey City N.J. 07304
Telephone No.: 201-451-2006
Contact Name: Zariah Karas

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.
Ivesority/Womaa Business Enterprise (3VT^-?BE)

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: **AGM Transmission LLC**

Address: 790 Communipaw Ave, Jersey City, NJ 07304

Telephone No.: 201-451-2006

Contact Name: Zariet Karas

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
CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Zarief Karas of the firm of AGM Transmission, LLC, the Contractor who submitted the lowest responsible bid for the project known as Light Automotive Repairs.

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 14th day of June, 2018, the firm of AGM Transmission, LLC 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.

Zarief Karas
(Name of Contractor)

Signed By: Zarief Karas

Dated: 9/14/18

Title: Owner

Sworn and subscribed to before me
This ____ day of ___, 20__,

[Signature]

Notarized and returned with bid only if total bid amount exceeds $100,000.00

WWW.JERSEYCITYNJ.GOV
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 such report. This approval will remain in effect for the period of 15-OCT-2017 to 15-OCT-2024.

AGM TRANSMISSION, LLC
790 COMMUNIPAW AVE.
JERSEY CITY    NJ 07304

FORD M. SCUDDER
State Treasurer
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 (800)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: A. G. M. TRANSMISSION LLC
ADDRESS: 790 COMMUNIPAW AVE
JERSEY CITY NJ 07304
EFFECTIVE DATE: 04/03/12

TRADE NAME: SEQUENCE NUMBER: 1705506
ISSUANCE DATE: 09/20/17

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 AGM Transmission LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 10/23/18 (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 AGM Transmission 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: AGM Transmission LLC

Signed __________________________ Title: Owner

Print Name: Zarit Karas Date: 10/23/18

Subscribed and sworn before me this 11th day of 2018.

My Commission expires: __________________________

(Part 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 OF COMPLIANCE WITH THE CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the contractor pay-to-play reform ordinance (name of business entity) and contributions in the one-year period preceding (date of awards contract) that would be deemed to be violations of Section Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereof). I further certify that during the term of the contract (name of business entity) will not make any reportable contributions.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in certification, I and/or the business entity, will be liable for any

Name of Business Entity: AGM Transmission LLC

Signed ___________________________ Title: Owner

Print Name Karas Date: 10/2

Subscribed and sworn before me this 22 day of 2018.

My Commission expires:

(Print name &)

**Pursuant to Section 2 of Ordinance 08-128, no contributions made prior to the effective date Ordinance shall be deemed to be a violation of the Ordinance.**
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
AGM Transmission LLC (name of business entity) has not made any reportable
contributions in the **one-year period preceding 10/23/18** (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 AGM Transmission 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: AGM Transmission LLC

Signed: [Signature]
Title: Owner
Print Name: Zarine Karas
Date: 10/23/18

Subscribed and sworn before me
this 11th day of 20__.
My Commission expires:

(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.**
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: | AG M Transmission LLC |
| Address: | 790 Communipaw Ave. |
| City: | Jersey City |
| State: | N.J. |
| Zip: | 07304 |

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

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
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<tbody>
<tr>
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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:

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ 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).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

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: A&M Transmission LLC
Signature of Affiant: [Signature]
Printed Name of Affiant: [Printed Name]
Title: Owner
Date: 10/30/18

Subscribed and sworn before me this 22 day of 2018

(Witnessed or attested by)________________________

My Commission expires:________________________

Notary Public of New Jersey
My Commission Expires Oct. 22, 2019

[Signature]
## Labor: Transmission Repair (I)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Estimated Number of Hours Annually (A)</th>
<th>Unit Cost (B)</th>
<th>Extended Cost (C = A x B)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor - Transmission Repair</td>
<td>Hourly Rate</td>
<td>3000</td>
<td>$70.00</td>
<td>$210.00</td>
<td>$210.00</td>
</tr>
</tbody>
</table>

## Repair Parts and Materials (II)

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Materials Cost (A)</th>
<th>% Mark-Up (B)</th>
<th>Mark-Up Cost (C = A x B)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair Parts and Materials</td>
<td>$200,000</td>
<td>100%</td>
<td>$10,000</td>
<td>$110,000</td>
</tr>
</tbody>
</table>

### Grand Total: Total Labor Cost (I) Plus Total Parts and Materials (II)

$330,000

**NOTE:** A bid must be entered for all items. Award of contract shall be based on all items being provided by one Contractor. The failure to bid any one item will result in the automatic 23
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
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 conformance 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/certnet_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
NJ.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): David O'Valle
Representative's Signature: ____________________________
Name of Company: Dave's Transmission
Tel. No.: 201-634-0669  Date: 9-14-18
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the [name] of [company name], 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 thereunto, 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.

[Signature]
David Del Valle
Date: 9-14-10
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: DAU's Transmission
Address: 146 Central Ave Jersey City, N.J. 07306
Telephone No.: 201-656-0669
Contact Name: David Del Valle

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: Davis Transmission
Address: 146 Central Ave Jersey City, NJ 07306
Telephone No.: 201-656-0669
Contact Name: David Delville

Please check applicable category:

[ ] Minority Owned Business (MBE)  [ ] Minority & Woman Owned Business (MWBE)

[ ] Woman Owned business (WBE)  [ ] Neither

Definitions
Minority Business Enterprise

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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 DEPARTMENT OF THE TREASURY**

Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

- [ ] NEW HIRE
- [ ] PROMOTIONS
- [ ] TRANSFERS
- [ ] TERMINATIONS (CHECK [x] APPROPRIATE ACTIVITY)

**DATE OF PAYROLL период USED:** FROM 9-17-18 TO 9-23-18

---

**NAME OF FACILITY:**

Dave's Transmission

146 Central Ave Jersey City, Hudson, NJ, 07306

**JOB CATEGORY**

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<th>CATEGORY</th>
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<th>FEMALE</th>
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</tr>
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<td>Hispanic</td>
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<td>OFFICIALS &amp; MANAGERS</td>
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<td>PROFESSIONALS</td>
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</tr>
<tr>
<td>SALES WORKERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OFFICE &amp; CLERICAL</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>CRAFTWORKERS</td>
<td></td>
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</tr>
<tr>
<td>OPERATIVES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LABORERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SERVICE WORKERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>4</td>
<td>2</td>
</tr>
</tbody>
</table>

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

**NAME OF PERSON COMPLETING FORM (Print or Type):**

D. Wallace

**SIGNATURE:**

**DATE SUBMITTED:** 9-19-18

**ADDRESS (NO. & STREET):**

146 Central Ave

**CITY:** jersey city

**STATE:** nj

**ZIP CODE:** 07306

**PHONE #:** 201-656-0669

---
CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am David Delvalle of the firm of Dave's Transmission, the Contractor who submitted the lowest responsible bid for the project known as Transmission Repair.

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 14th day of September 2018, the firm of Dave's Transmission 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.

Dave's Transmission
(Name of Contractor)

Signed By: [Signature]
Dated: 9-14-18
Title: Owner

Sworn and subscribed to before me
This 14th day of Sept. 2018.

*Must be notarized and returned with bid only if total bid amount exceeds $100,000.00
|**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**  
|**Taxpayer Name:** DELVALLE, DAVID  
|**Trade Name:** DAVE'S TRANSMISSION  
|**Address:** 146 CENTRAL AVENUE  
|Jersey City, NJ 07305-2119  
|**Certificate Number:** 1645346  
|**Effective Date:** June 10, 2011  
|**Date of Issuance:** May 21, 2018  

For Office Use Only:  
20180521145822759
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2017 to 15-OCT-2024.

DAVES TRANSMISSION
143 CENTRAL AVE.
JERSEY CITY, NJ 07307

[Signature]
ELIZABETH MAHER MUOIO
State Treasurer
The 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 affected.

DEVLALLE, DAVID
DAVE'S TRANSMISSION
146 CENTRAL AVENUE
JERSEY CITY, N.J. 07306

Tax Registration No.: XXX-XXX-923/001
Tax Effective Date: 08-01-11
Document Locator No.: 10000604727
Date issued: 06-12-11

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
CITY OF JERSEY CITY
DEPT. OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE
2016 - 2017 AUTO REPAIR NO AUTOBODY ALLOWED

No: 470
DATE OF ISSUE: 11/01/16

LICENSE is hereby granted to: DAVE’S TRANSMISSJON
Address: 146 CENTRAL AVENUE
JERSEY CITY NJ 07307

Fee: $ 200.00
DATE OF EXPIRATION: 10/31/17

Type of Business: AUTO REPAIR
Sq. Footage: 0

This license shall be entitled to all the rights and privileges pertaining thereto under the terms, provisions, limitations, requirements and conditions of said Ordinance and any rules and regulations promulgated by the City of Jersey City relating thereto and in conformity with said Ordinance.

POST IN A CONSPICUOUS PLACE

Maynard Woodson, Director
Division of Commerce
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>DELVALLE, DAVID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td>DAVE'S TRANSMISSION</td>
</tr>
<tr>
<td>Address:</td>
<td>146 CENTRAL AVENUE</td>
</tr>
<tr>
<td></td>
<td>JERSEY CITY, NJ 07306-2119</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1645346</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>June 10, 2011</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>May 21, 2018</td>
</tr>
</tbody>
</table>

For Office Use Only:

201805211145822759
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 Dave's Transmission (name of business entity) has not made any reportable contributions in the **single-year period preceding Nov 20, 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 Dave's Transmission (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: Dave's Transmission

Signed: ___________________________ Title: Owner

Print Name: David DelValle Date: 10/02/18

Subscribed and sworn before me this 27 day of Sept, 2022

My Commission expires: ___________________________

Angel L. Gonzalez Notary Public
New Jersey
My Commission Expires 9-27-22 No. 2425561

**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 (s).

Steven Fulop for Mayor 2017  Mira Prinz-Arey for Council
Lavarrro 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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: [Name]
Signature of Affiant: [Signature]
Printed Name of Affiant: [Name]
Title: [Title]
Date: [Date]

Subscribed and sworn before me this [Date]

[Signature]
Notary Public
New Jersey
My Commission Expires [Date]
No. [Number]
(Witnessed or attested by)

Angel L Gonzalez
Notary Public
New Jersey
My Commission Expires 9-27-22
No. 2425561
(Seal)
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: DAVID'S TRANSMISSION
Address: 1460 Central Ave
City: JERSEY CITY State: N.J. Zip: 07306

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: 
Printed Name: DAVID DOLVALLE 
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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

☐ 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: Dave's Transmission

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
### Labor: Transmission Repair (I)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Estimated Number of Hours Annually (A)</th>
<th>Unit Cost (B)</th>
<th>Extended Cost (C = AxB)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor - Transmission Repair</td>
<td>Hourly Rate</td>
<td>3000</td>
<td>$70.00</td>
<td>$210,000</td>
<td>$210,000</td>
</tr>
</tbody>
</table>

### Repair Parts and Materials (II)

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Materials Cost (A)</th>
<th>% Mark-Up (B)</th>
<th>Mark-Up Cost (C = AxB)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair Parts and Materials</td>
<td>$100,000</td>
<td>15%</td>
<td>$15,000</td>
<td>$115,000</td>
</tr>
</tbody>
</table>

**Grand Total:** Total Labor Cost (I) plus Total Parts and Materials (II)

$325,000

**Note:** A bid must be entered for all items. Award of contract shall be based on all items being provided by one Contractor. The failure to bid any one item will result in the automatic rejection of the bid.
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
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 of N.J.A.C. 17:27.

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

- 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 will 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): John M. Fitzpatrick, President

Representative's Signature: ________________________________

Name of Company: Zoland Corp

Tel. No: 201-433-5555

Date: 9/11/18
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expenses 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 prejudice 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:  
Representative's Signature:  
Name of Company:  
Tel No.: 201-453-5555  
Date: 9/11/18
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: Zoland Corp db/a Aames
Address: 1742 John F. Kennedy Blvd, Jersey City, N.J 07305
Telephone No.: 201-433-5555
Contact Name: Louis Fazzarotti

Please check applicable category:

- Minority Owned Business (MBE)  [ ]
- Minority & Woman Owned Business (MWBE)  [ ]
- Woman Owned Businesses (WBE)  [ ]
- Neither  [X]

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: Zaland Corp
Address: 1742 John F. Kennedy Blvd Jersey City, NJ 07306
Telephone No.: 201-423-5555
Contact Name: Louis Fizzaro

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 REGARDING SUSPENSION/DEBARMENT

I am ___________________ of the firm of ____________________________

the Contractor who submitted the lowest responsible bid for the project known as ____________________________________________

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 __________ day of __________________, 2018, the firm of ____________________________ 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.

Signed By: ____________________________

Dated: ____________________________

Title: ____________________________

*Must be notarized and returned with bid only if total bid amount exceeds $100,000.00
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 APR 2014 to 15 APR 2021.

ZOLAND CORP DBA AAMCO TRANSMISSION & TOTAL
1742 JOHN F. KENNEDY BLVD.
JERSEY CITY NJ 07305

TAXPAYER NAME: ZOLAND CORP.
TAXPAYER IDENTIFICATION#: 222-209-411/000
ADDRESS: 1742 KENNEDY BOULEVARD
JERSEY CITY NJ 07305
EFFECTIVE DATE: 01/13/78

TRADE NAME: AAMCO TRANSMISSIONS
SEQUENCE NUMBER: 0068006
ISSUANCE DATE: 03/24/04

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

Andrew P. Sidamon-Eristoff
State Treasurer
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME: ZOLAND CORP.
TAXPAYER IDENTIFICATION#: 0038006
ADDRESS: 1742 KENNEDY BOULEVARD
JERSEY CITY NJ 07305
EFFECTIVE DATE: 01/13/78

TRADE NAME: AAMCO TRANSMISSIONS
SEQUENCE NUMBER: 0038006
ISSUANCE DATE: 03/24/04

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

Certification 28159

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of
15 APR 2021 TO 15 APR 2021

ZOLAND CORP DBA AAMCO TRANSMISSIONS & TOTAL
1742 JOHN F. KENNEDY BLVD
JERSEY CITY NJ 07305

Andrew P. Sidamon-Eristoff
State Treasurer
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: Zoland Corp

Signed: [Signature]

Title: President

Print Name: [Print Name]

Subscribed and sworn before me this (day of) 2018

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

[Corporate Seal]

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

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

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arcy for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Louis M. Fizgarriffi</td>
<td>1107 Egrete St, Whitehall</td>
</tr>
</tbody>
</table>

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: Zaland Corp
Signature of Affiant: Louis Fizgarriffi
Printed Name of Affiant: Louis M. Fizgarriffi
Title: President
Date: 10/23/18

Subscribed and sworn before me this 22 day of October 2018
Erin Nunez
Notary Public - State of NJ
My commission expires: 05/20/21
My commission expires: 05/20/21

(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: | Zoland Corp |
| Address: | 1742 John F. Kennedy Blvd |
| City: | JC |
| State: | NJ |
| Zip: | 07305 |

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: [Signature]  Printed Name: [Printed Name]  Title: [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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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</thead>
<tbody>
<tr>
<td>[Contributor Name]</td>
<td>[Recipient Name]</td>
<td>[Date]</td>
<td>[Dollar Amount]</td>
</tr>
</tbody>
</table>

☐ 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 2 of 2

Vendor Name: Zoland Corp

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
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NINE

☐ Check here if the information is continued on subsequent page(s)
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:
ZOLAND CORP.

TRADE NAME:
AAHCO TRANSMISSIONS

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:
0068006

ADDRESS:
1742 KENNEDY BOULEVARD
JERSEY CITY, NJ 07305

ISSUANCE DATE:
03/24/04

EFFECTIVE DATE:
01/13/78

FORM-BRC(08-01)

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

Active Director

[Signature]
RESOLUTION AUTHORIZING THE AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH NETCHERT DINEEN & HILLMAN TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY OF JERSEY CITY

COUNCIL of the following resolution:

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, Resolution 17.968, approved on December 13, 2017, awarded a one year professional services contract (PO #127625) effective (January 1, 2018) to Netchert Dineen & Hillman; and

WHEREAS, because all of the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional $15,000.00; and

WHEREAS, funds in the amount of $15,000.00 are available in Account No.: 01-201-23-210-312; 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 Netchert Dineen & Hillman is amended and the contract amount is increased by an additional $15,000.00; and

2. The Mayor or Business Administrator is hereby authorized to execute the first amendment to the agreement attached hereto; and

3. 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.

DONNA MANER, Chief Financial Officer, hereby certify that funds in the amount of $15,000.00 are available in Account No.: 01-201-23-210-312.

APPROVED: 10/02/18

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-7-18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<td>ROBINSON</td>
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<td></td>
<td>LAVARRO, PRES.</td>
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</table>

N.V.-Not Voting (Abstain)

APPROVED 8-0

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

[Signatures]
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 AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH NETCHERT DINEEN & HILLMAN TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY OF JERSEY CITY

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMINISTRATION</td>
<td>MATT HOGAN</td>
<td>201-547-5034</td>
</tr>
<tr>
<td>RISK MANAGEMENT</td>
<td>RISK MANAGER</td>
<td><a href="mailto:MATTHEW@JCMJ.ORG">MATTHEW@JCMJ.ORG</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose

TO PROVIDE DEFENSE COUNSEL SERVICES FOR WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY OF JERSEY CITY.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

$15,000.00  ONE (1) YEAR
INSURANCE ALL DEPARTMENTS:  EFFECTIVE: 01/01/2018 TO 12/31/2018
01-201-23-210-312

Type of award  FAIR & OPEN (PROFESSIONAL SERVICES)

If "Other Exception", enter type

Additional Information

THIS IS AN AMENDMENT ADDING $15,000.00 TO THE CONTRACT, EFFECTIVE 1/1/18 TO 12/31/18, WITH NETCHERT DINEEN & HILLMAN WHO CONTINUE TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY.

I certify that all the facts presented herein are accurate.

Signature of Division Director          Date
[Signature]

[Signature]    Date

Signature of Department Director
FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH NETCHERT DINEEN & HILLMAN TO REPRESENT THE CITY IN VARIOUS WORKER'S COMPENSATION MATTERS FILED AGAINST THE CITY

This First Amendment of Agreement made this _______ day of __________, 2018 between the City of Jersey City (City) and Netchert Dineen & Hillman.

WHEREAS, Resolution 17-968, approved on December 13, 2017, authorized a professional services agreement with Netchert Dineen & Hillman to represent the City in various worker's compensation matters filed against the City; and

WHEREAS, Resolution 17-968 authorized a professional services contract in an amount not to exceed $50,000.00 and for a term of 1 year; and

WHEREAS, Netchert Dineen & Hillman settled worker's compensation cases filed against the City exhausting the contract funds; and

WHEREAS, Netchert Dineen & Hillman continues to handle additional worker's compensation claims filed against the City; and

WHEREAS, it is necessary to increase the contract amount by an additional $15,000.00 for performing the legal services associated with representing the City in various worker's compensation claims filed against the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract with Netchert Dineen & Hillman authorized by Resolution 17-968, approved on December 13, 2017, is amended to increase the sum by the amount of $15,000.00 for the services associated with representing the City in worker's compensation claims filed against the City.

2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Netchert Dineen & Hillman dated January 1, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Netchert Dineen & Hillman, have executed this First Amendment to the Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:

ROBERT BYRNE
City Clerk

BRIAN PLATT
Business Administrator

NETCHERT DINEEN & HILLMAN
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP, LLC TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS EEO INDEPENDENT INVESTIGATIONS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of special counsel to represent the City in various EEO Independent Investigations; and

WHEREAS, the Corporation Counsel recommended the appointment of special counsel Desha Jackson Law Group, LLC; and

WHEREAS, Desha Jackson Law Group, LLC agrees to provide these services at an hourly rate of $150.00, including expenses, for a total contract amount not to exceed $25,000; and

WHEREAS, Desha Jackson Law Group, LLC, 100 Willow Brook Road, Suite 250, Freehold, New Jersey 07728; are attorneys on the State of New Jersey and are qualified to perform these services; 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, Desha Jackson Law Group LLC submitted a Qualification Statement in response to the City’s RFQ; and

WHEREAS, this contract award is made for a term of one year and is in accordance with the “fair and open process” of the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Desha Jackson Law Group LLC has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

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

WHEREAS, funds for $25,000 are available in Account No. 18-01-201-20-155-312.

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

1. A one year contract effective as of October 10, 2018 with Desha Jackson Law Group LLC is hereby awarded for a total contract amount not to exceed $25,000, 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.
RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP, LLC TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS EEO INDEPENDENT INVESTIGATIONS

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

I hereby certify that there are sufficient funds available in Account No.: 18-01-201-20-155-312 for payment of this resolution. P.O. No. 130685.

Denna Mauer, Chief Financial Officer

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required □
Not Required □

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
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<tr>
<td>RIDLEY</td>
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<td>WATTERMAN</td>
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<td>LAVARRO, PRES.</td>
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<td>BOGGIANO</td>
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<td>RIVERA</td>
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✓ 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 Awarding A Professional Services Agreement With Desha Jackson Law Group LLC To Represent The City of Jersey City In Various EEO Independent Investigations

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
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<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
<td><a href="mailto:PBaker@jcnj.org">PBaker@jcnj.org</a></td>
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</tbody>
</table>

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

Contract Purpose

To represent the City of Jersey City in various EEO independent investigations.

Cost (Identify all sources and amounts)

| Law Department Funds           | 18-01-201-20-155-312 ($25,000) |

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 10/30/18
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, Desha Jackson Law Group, LLC 100 Willow Brook Road, Suite 250, Freehold, NJ 07728 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to represent the City of Jersey City in Various EEO Independent Investigations.

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 whom 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 $25,000.

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 who’s 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 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.

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. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. 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.

X. 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:

Robert Byrne  
City Clerk

City of Jersey City

Brian Platt  
Business Administrator

Desha Jackson Law Group, 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: ___________________
APPENDIX A

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

The contractor and the hereinafter referred to as the "owner") do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12131 et seq.), which prohibit 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 provision of services shall be treated as compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors alleged to have violated the Act during the performance of this contract, the owner shall defend the owner in any action or administrative proceeding commenced pursuant to the 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 other costs and other expenses arising from such action or administrative proceeding, or incurred by reason thereof, 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 avoid a violation of the ADA or the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same within thirty days.

This owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with formal 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 prejudice 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: John Doe
Representative's Signature: ______________
Name of Company: ABC Corporation
P.O. Box: 123
Date: 01/31/98
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 personal testing conforms with the principles of work-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 conformity 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/auraract/compilation)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchaser & Property, CCAU, EEO Monitoring Program as may be requested by the office front 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 Purchaser & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter U of the Administrative Code of N.J.A.C. 17:97.

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. 17:97
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 access of evidence and

understand, that their contract/companies bid shall be rejected as non-responsive if said contract/vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:97.

Representative's Name: 
Representative's Title: 
Representative's Signature: 
Name of Company: 
Tel. No.: 732-441-6663  Date: 5/18
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.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Willowbrook Rd, Freehold, NJ 07728</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td>732-940-6663</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Deeja Jackson</td>
</tr>
</tbody>
</table>

Please check applicable category:

<table>
<thead>
<tr>
<th>Minority Owned Business (MBE)</th>
<th>Minority &amp; Woman Owned Business (MWBE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woman-Owned Business (WBE)</td>
<td>Neither</td>
</tr>
</tbody>
</table>

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 cultures 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: DeSha Jackson Law Group, LLC
Address: 121 Mill Hill Blvd., Ste. 250 Freehold, NJ 07728
Telephone No.: 732-418-6663
Contact Name: DeSha Jackson

Please check applicable category:

___ Minority Owned Business (MBE)  ___ Minority & Woman Owned Business (MWBE)

___ Woman Owned business (WBE)  ___ Neither

Definitions:
Minority Business Enterprise

A 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 Alaska 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 Alaska 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
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>DESHA JACKSON LAW GROUP LIMITED LIABILITY COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>100 WILLOWBROOK RD. STE 250</td>
</tr>
<tr>
<td></td>
<td>FREEHOLD, NJ 07728</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1798200</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>May 24, 2013</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>August 14, 2017</td>
</tr>
</tbody>
</table>

For Office Use Only:

20170814150047550
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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>DECHO S. JACKSON</th>
<th>City: Freehold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>100 E. Brok St, Ste 250</td>
<td>State: NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07728</td>
<td></td>
</tr>
</tbody>
</table>

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.

Signed: [Signature]  
Printed Name: [Printed Name]  
Title: [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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vested 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 or scheduled for approval of the contract by the governing body) to any of the following named candidate committees, joint candidate committees, 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 | Mitu Prinz-Arcy for Council |
| Lavrador for Councilman | Friends of Richard Boggsano |
| Friends of Joyce Witefinan | 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:
Signature of Affiant:
Printed Name of Affiant:

Subscribed and sworn before me this 5th day of April, 2019
My Commission expires: December 28, 2021

KATHERINE ALVARAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 23, 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 [Name of business entity] has not made any reportable contributions in the **one-year period preceding 2017-2018** (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, [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: [Name of Business Entity]
Signed: [Signature]
Title: [Title]
Print Name: [Print Name]
Date: [Date]

Subscribed and sworn before me this [Day] of [Month] 2018
My Commission expires [MM/dd/yyyy]

[Signature]
(Print name & title of affiant) (Notary Seal)

KATHARINE ALBARRAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 23, 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 this Ordinance.**
RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW
FIRM OF GOLDBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL TO
REPRESENT THE CITY OF JERSEY CITY IN THE BANKRUPTCY MATTER , IN RE: JEAN
GASKINS

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on or about September 29, 1995, G&H Development and Construction Company executed
a Second Repayment Mortgage and Note with the City of Jersey City in the amount of $255,000 for the
property, a residential building with commercial space located at 327-329 Martin Luther King, also known
as Block 22503, Lot 43 and Lot 48; and

WHEREAS, the Property is also subject to an Affordable Housing Development Agreement recorded on
October 2, 1995 in the Office of the Register of the County of Hudson in Deed Book 4910 at page 190; and

WHEREAS, on December 6, 1999 Jean Gaskins executed an Assumption Agreement of Mortgage, Note
and Affordable Housing Agreement with the City; and

WHEREAS, on or about June 4, 2015, Jean Gaskins filed a Chapter 7 bankruptcy petition under Case No.
15-20530; and

WHEREAS, pursuant to an Order entered on July 14, 2016, the Bankruptcy Trustee was authorized to sell
the property to BH Ventures, LLC subject to the City’s affordable housing restrictions and to distribute the
proceeds from the sale of the property to satisfy in full any pre-petition municipal taxes or other municipal
liens or tax sale certificate holder; and

WHEREAS, at the time of the bankruptcy, there existed three (3) third party tax sale certificates; and

WHEREAS, when the Trustee issued payment of the tax sale certificates to the City’s Tax Collector, the
tax office did not accept partial payments; and

WHEREAS, the Trustee filed a Motion with the Bankruptcy court to determine the estate’s tax liability
and cap the redemption amounts for the Tax Sale Certificates No. 2012-1782 held by Gregory Judge and
No. 2014-2421 held by Blue Virgo; and

WHEREAS, pursuant to a Consent Order entered on May 23, 2018, the bankruptcy estate paid the taxes
and charges it was liable for up to September 7, 2016 on the two tax sale certificates; and

WHEREAS, a dispute remains with the lien holder Blue Virgo with respect to discharging its tax Sale
Certificate upon payment from the Trustee; and

WHEREAS, it was in the City’s best interest to appoint outside counsel with knowledge of Bankruptcy
matters to represent the City of Jersey 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. (the Pay-to-Play Law); and

WHEREAS, the law firm of Goldenberg, Mackler, Sayeh, Mintz, Pfeffer, Bonchi & Gill submitted a
Qualification Statement in response to the City’s RFQ; and

WHEREAS, the law firm of Goldenberg, Mackler, Sayeh, Mintz, Pfeffer, Bonchi & Gill has completed and
submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable
contributions to the political or candidate committees listed in the Business Entity Disclosure Certification
in the previous one year, and that the contract will prohibit Goldenberg, Mackler, Sayeh, Mintz, Pfeffer,
Bonchi & Gill from making any reportable contributions during the term of the contract; and

WHEREAS, the law firm of Goldenberg, Mackler, Sayeh, Mintz, Pfeffer, Bonchi & Gill has submitted a
Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this
contract; and
CONTINUATION OF RESOLUTION

City Clerk File No. Res.18-995
Agenda No. 10-7-10 NOV 07 2018

TITLE:

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFPEFFER, BONCHI & GILL TO REPRESENT THE CITY OF JERSEY CITY IN THE BANKRUPTCY MATTER OF CITY OF JERSEY CITY V. JEAN GASKINS

WHEREAS, the law firm of Goldenberg, Mackler, Sayegh, Mintz, Pfleffer, Bonchi & Gill has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of $7,500.00 are available in Account No. 18-01-201-20-155-312; 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 Goldenberg, Mackler, Sayegh, Mintz, Pfleffer, Bonchi & Gill is hereby ratified and authorized for one year effective May 1, 2018 for a total contract amount of $7,500.00; and

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

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

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

5. 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.

6. 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.

7. 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 fiscal year budget shall be subject to the encumbrance of funds in the 2019 fiscal year budget.

I, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds available in Account No.: 18-01-201-20-155-312 for payment of this resolution. P.O. No.

DONNA MAUER, CHIEF FINANCIAL OFFICER

APPROVED:

Business Administrator

CORPORATION COUNSEL

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✔</td>
<td></td>
<td></td>
<td>PRINC-AREY</td>
<td>✔</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✔</td>
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<td></td>
<td>YUN</td>
<td></td>
<td>SOLOMON</td>
<td>✔</td>
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<td></td>
<td>ROBINSON</td>
<td>✔</td>
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</table>

N.V. = Not Voting (Abstain)

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

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 A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL TO REPRESENT THE CITY OF JERSEY CITY IN THE BANKRUPTCY MATTER OF CITY OF JERSEY CITY V. JEAN GASKINS

Project Manager
<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
<td>Corporation Counsel</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
<td><a href="mailto:PBaker@jcnj.org">PBaker@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
This is a continuation of a professional consultant to represent the City in a pending foreclosure matter involving the property located at 227 Clinton Avenue.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

<table>
<thead>
<tr>
<th>Law Department Funds</th>
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</thead>
<tbody>
<tr>
<td>01-201-20-155-312</td>
</tr>
<tr>
<td>($7,500.00)</td>
</tr>
</tbody>
</table>

One Year

Type of award  

Direct/Open

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director          Date  10/30/18
(REVISED 4/13)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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, with no 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 Treasury 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 (Continued)

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, familial 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 refrain any of its testing proceedings, 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 conformity with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downsizing and layoffs to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, familial 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
Employment 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/divs/contract, subcontract)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCPA, 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, CCPA, BEO 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 that the company's best efforts have been made to comply with:

Exhibit A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LAUGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidences and
understand that their signing/numerical bid shall be rejected as non-responsive if they do not comply with the requirements of N.J.A.C. 10:231 and N.J.A.C. 17:27.

Representative's Name: Keith A. Bonchi, Esq., Partner
Representative's Signature

Name of Company: Goldberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill
Tel: 609-646-0722
Fax 609-646-0222

Date: 10/12/18
Appendix A

Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability

The undersigned, the ___ City ___ of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 USCA 12101 et seq.), which prohibit 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 proceedings any and all claims, or actions on behalf of the owner pursuant to this contract, the contractor agrees that the provisions of the Act shall be treated as applicable with the Act. If the Stated shall become a party, the judge, the parties, and the court shall be bound by the Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from any and all claims, losses, damages, or damages, of whatever kind or nature arising or occurring in the course of any act or omission committed by the contractor hereunder.

The owner shall, as soon as practicable after any 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.

The contractor shall, upon written notice, indemnify and protect the owner in any action or proceeding brought against the owner to recover any damages against the owner, or if the owner incurs any expenses to save a violation of the ADA which has been brought pursuant to its grievance procedures, the contractor shall satisfy and discharge the same in the same capacity.

The contractor hereby agrees and understands 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 comply, intelligently, promptly, and averse to the owner pursuant to this paragraph.

It is further agreed and understood that the owner reserves the right to demand or have demanded the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of the performance of this Agreement. Furthermore, the contractor hereby understands and agrees that the provisions of this Agreement shall have no effect or be in conflict with any of the provisions of the ADA or any other law of the State or otherwise that is applicable to the services provided under this Agreement.

Representative's Name and Title: Keith A. Bonchi, Esq., Partner
Representative's Signature: ____________________________________________
Name of Company: Goldemberg, Mackler, Saper, Mizer, Pfeffer, Bonchi & Gill
Tel No.: 609-698-0222
Fax No.: 609-698-0222
Date: 10/12/18
Minority/Woman Business Enterprise (MWBE) Questionnaires 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: Goldberg, Meckler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Address: 660 New Road, Suite 1A, Northfield, NJ 08225

Telephone No.: (609) 646-0222

Contact Name: Keith A. Bonchi, Esq.

Please check applicable category:

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

Definitions:

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, Asian Indian, 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, Cuban 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, India, Southeast, Hawaii, or the Pacific Islands.

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

Woman Business Enterprise

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

Office of Equal Opportunity Copy
CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affidavit

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Goldberg, Mackler, Law Firm (name of business entity) has not made any reportable contributions in the two-year period preceding (date City Council awards originally) 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 Agenda) and that would bar the award of this contract. I further certify that during the term of the contract, the Goldberg, Mackler, Law Firm (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 affidavit and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Goldberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Signed: __________________________

Title: Partner

Print Name: Keith A. Bonchi, Esq.

Date: 10/12/18

Subscribed and sworn before me this 10th day of October, 2018.

My Commission expires: [Signature]

JANET A. BROWN
A Notary Public of New Jersey

My Commission Expires April 28, 2019

*In 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. 39:44A-20.6
CITY OF JERSEY CITY

Part I - Vendor Affiliation
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 responsible contribution pursuant to N.J.S.A. 39:44A-4 et seq., that pursuant to P.L. 2004, c. 29 would have the effect of this contract to the extent paid proceeding upon bond and notice of approval of the contract by the governing body to any of the following named candidate committees, joint candidates committees or political party committee representing the elected officials of the "name of entity of chief affliated as defined pursuant to N.J.S.A. 19:44A-3(b), (c) and (d)."

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenneth D. Mackler</td>
<td>412 N. Douglass Ave., Margate, NJ 08402</td>
</tr>
<tr>
<td>Joseph Bran Sayegh</td>
<td>20 N. Nassau Ave., Margate, NJ 08402</td>
</tr>
<tr>
<td>Lawrence A. Mintz</td>
<td>211 Schoolhouse Dr., Liamwood, NJ 08221</td>
</tr>
<tr>
<td>Mark Pfeffer</td>
<td>604 Zion Road, Egg Harbor Twp., NJ 08234</td>
</tr>
<tr>
<td>Keith A. Bouchi</td>
<td>2027 Cedarbridge Road, Northfield, NJ 08225</td>
</tr>
<tr>
<td>Michael A. Gill</td>
<td>306 Steven Drive, Liamwood, NJ 08221</td>
</tr>
<tr>
<td>Michael J. Mackler</td>
<td>18 Harbour Lane, Margate, NJ 08402</td>
</tr>
<tr>
<td>Joel M. Chipkin</td>
<td>7802 Marshall Ave., Margate, NJ 08402</td>
</tr>
<tr>
<td>Francis J. Ballak</td>
<td>13 Tassgate Blvd., Berlin, NJ 08009</td>
</tr>
<tr>
<td>Daniel G. Tracy</td>
<td>60 La Costa Drive, Egg Harbor Twp., NJ 08234</td>
</tr>
</tbody>
</table>

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

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

Name of Business Entity: Goldberg, Mackler, Sayegh, Mintz, Pfeffer, Bouchi & Gill

Signature of Affiant: ______________________  Title: Partner
Printed Name of Affiant: Keith A. Bouchi, Esq., Date: 10/12/18

Subscribed and sworn before me this 20th day of
November, 2018

JANET A. BROWN
A Notary Public of New Jersey

(My Commission expires April 27, 2019)
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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Goldberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi &amp; Gill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>660 New Road, Suite 1A</td>
</tr>
<tr>
<td>City:</td>
<td>Northfield</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>08225</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Keith A. Bonchi, Esq.</th>
<th>Partner</th>
</tr>
</thead>
</table>

Signature

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NONE</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

- Check here if the information is continued on subsequent page(s)
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>GOLDENBERG, MACKLER &amp; SAYEGH, PROFESSIONAL ASSOCIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td>PROFESSIONAL ASSOCIATION</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>1030 ATLANTIC AVE&lt;br&gt;ATLANTIC CITY, NJ 08401-7427</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0115867</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>May 02, 2002</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>October 19, 2015</td>
</tr>
</tbody>
</table>

**For Office Use Only:**
20151019131436562
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed 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-DEC-2019 TO 15-DEC-2020

GOLDENBERG, MACKLER, SRIEGH & CO.
1030 ATLANTIC AVE.
ATLANTIC CITY NJ 08401

FORD M. SCUDDER
State Treasurer
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, Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC, 660 New Road, Suite 1A, Northfield, New Jersey 08225 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the matter City of Jersey City v. Jean Gaskins

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 pre-clearance 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 $7,500.00

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
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 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. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City’s Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. 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.

X. 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.

Page 14 of 17
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:

---

Robert Byrne  
City Clerk

City of Jersey City

---

Brian D. Platt  
Business Administrator

WITNESS:

---

Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

---

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 RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF CALCAGNI & KANEFSKY LLP FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, it has been determined that an independent review of issues raised in employment organizational practices is required; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to handle these matters; and

WHEREAS, outside counsel agreed to provide these services at an hourly rate of $150.00 per hour, including expenses, for a total amount not to exceed $50,000; and

WHEREAS, Calcagni & Kanefsky LLP, 1085 Raymond Blvd., 14th Floor, Newark, NJ 07102, are attorneys in the State of New Jersey and are qualified to perform these services; and

WHEREAS, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 10:5-31 et seq. (Pay-to-Play Law); and

WHEREAS, the law firm of Calcagni & Kanefsky LLP has completed and submitted a Business Entity Disclosure Certificate which certified that they have 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 Calcagni & Kanefsky LLP from making any reportable contributions during the term of the contract; and

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

WHEREAS, in addition Calcagni & Kanefsky LLP have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, the resolution reauthorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, an encumbrance of $10,000 is available in Account No. 18-01-201-20-155-312.

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

1. A contract is awarded to Calcagni & Kanefsky LLP, 1085 Raymond Blvd., 14th Floor, Newark, NJ 07102 to review employment organizational practices for a one-year period effective October 1, 2018 for a total amount of $50,000, including expenses.

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF CALCAGNI & KANEFSKY LLP FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

3. This contract is awarded without competitive bidding, as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. A copy of the 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. The Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

7. 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 fiscal year budget shall be subject the encumberancy of funds in the 2019 fiscal year budget.

I, Donna Mauer hereby certify that there is sufficient funds to pay this contract in Account No. 01-201-20-155-312, P.O. No. 131216

Donna Mauer, Chief Financial Officer

1/22/2018

APPROVED:

APPROVED AS TO LEGAL FORM

Certification Required □
Not Required □

APPROVED 3-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

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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 RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF CALCAGNI & KANEFSKY LLP FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

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<th>Project Manager</th>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
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<tr>
<td></td>
<td>Law</td>
<td>Peter Baker</td>
<td>201-547-4667</td>
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<td></td>
<td></td>
<td>Corporation Counsel</td>
<td><a href="mailto:Pbaker@icnj.org">Pbaker@icnj.org</a></td>
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</table>

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

Contract Purpose

As best practice in employment matters, the City needs to retain third-party counsel to review and provide guidance pertaining to employment issues.

Cost (Identify all sources and amounts)  

| Account No. 18-01-201-20-155-312 |

Contract term (include all proposed renewals)

| One Year |

Type of award

| Direct/Open |

If “Other Exception”, enter type

|                                       |

Additional Information

|                                       |

I certify that all the facts presented herein are accurate.

Signature of Department Director: [Signature]  
Date: 10/30/18
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, Calcagni & Kanefsky LLP, 1085 Raymond Blvd., 14th Floor, Newark, NJ 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel for general legal services related to employment organizational practices.

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 whom 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 $50,000.

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 who’s 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.
I. 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 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.
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. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. 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.
X. 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:

________________________
Robert Byrne
City Clerk

WITNESS:

________________________
Calcagni & Kanefksy, LLP

City of Jersey City

________________________
Brian Platt
Business Administrator

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

Jeana F. Abugan
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
B-mail Address: abugan@jonj.org
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 A302 (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 its company’s receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 16:34-1 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. 16:34-1 and N.J.A.C. 17:27.

Representative’s Name/Title (Print): Eric T. Kanefsky, Esq.
Representative’s Signature: ______________________________
Name of Company: Calcagni & Kanefsky, LLP
Tel. No.: 862-902-5455 Date: 10/30/18
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted the Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of 15-01-2023 to 15-01-2023

CALCAGNI & KANEFSKY, LTD.
1085 RAYMOND BLVD., 14TH FL.
NEWARK NJ 07112

FORD M. SCJODER
State Treasurer
STATE OF NEW JERSEY
Division of Purchasing & Property
Contract Compliance & Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

SECTION A - COMPANY IDENTIFICATION

<table>
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<tr>
<th>1. ID NO OR SOCIAL SECURITY</th>
<th>2. TYPE OF BUSINESS</th>
<th>3. TOTAL NO EMPLOYEES IN THE ENTIRE COMPANY</th>
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<td></td>
<td></td>
<td>15</td>
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4. COMPANY NAME

O'Leary & Keating LLP

5. STREET

105 Raymond Blvd Lpt, Pt

6. NAME OF OWNER OR AUTHORIZED COMPANY TO RECIIVE NOTICE CITY STATE ZIP CODE

HUNTINGTON, NJ 07745

NOTE

☐ CHECK ONE: OWN COMPANY ☐ SINGLE-ESTABLISHMENT EMPLOYEE ☐ MULTIPLE-ESTABLISHMENT EMPLOYER

7. TOTAL NUMBER OF EMPLOYEES AT EACH ESTABLISHMENT WHERE EMPLLOYER RECOVERED CONTRACT

8. CITY OF BUSINESS OR OFFICE OCCUPANCY

Jersey City

9. STATE

NJ

10. ZIP CODE

07307

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and seasonal employees ON YEAR END PAYROLL. Enter the appropriate date in the form and in all columns. When there are no employees in particular category, enter a zero. Include ALL employees, not just those in the contractor's minority categories, in all columns. 1. LAST NAME (50 CHARACTERS)

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<th>FEMALE</th>
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<th>KOREAN</th>
<th>CHINESE</th>
<th>OTHER</th>
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<td>4</td>
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</tr>
</tbody>
</table>

Total

15

11

4

10

14

12. WAS INFORMATION AS TO EACH OF OTHER GROUP IN SECTION B OBTAINED

☐ Yes ☐ No

13. DATE OF PAYROLL WRITING LHD TO

01/15/18

14. AS OF THE FIRST

Employee Information

Report Subceiver

Diana Glorhahn

Office Manager

16. NAME OF PERSON COMPLETING FORM (Print all Tapes)

Diana Glorhahn

17. ADDRESS NO. & STREET

105 Raymond Blvd Lpt

18. CITY COUNTY STATE ZIP CODE

Newark

NJ 07103

602 * 602 * 6495
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the [City] of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12131 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 contractor, 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 by law.

Eric T. Kanefsky, Esq.

Representative's Name/Title Print: Eric T. Kanefsky, Esq.

Representative's Signature: [Signature]

Name of Company: Calcagni & Kanefsky, LLP

Tel No.: 862-902-5455

Date: 10/30/18
Minority/Woman Business Enterprise (M/WBE)
Qualifications for Bidders

Jersey City Ordinance C-259 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and women 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 women owned business, and return this form with your bid proposal.

**Business Name:** Calcagni & Kanefsky LLP
**Address:** 1085 Raymond Blvd.; 14th Floor; Newark, NJ 07102
**Telephone No.:** 362-902-5455
**Contact Name:** Elio T. Kanefsky, Esq.

Please check applicable category:

- [ ] Minority Owned Business (MBE)
- [ ] Minority & Woman Owned Business (M/WBE)
- [x] Women 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 one or more minority persons, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

- **African Americans** - persons having origins in any of the black racial groups of Africa
- **Hispanics** - persons of Mexican, Puerto Rican, Central or South American or other Spanish, Latin American or South American or other non-European Spanish origin regardless of race.
- **Asian** - persons having origins in any of the original peoples of the Far East, South-East Asia, India and the Pacific Islands.
- **American Indians or Alaska Natives** - persons having origins in any of the original peoples of North, South and Central America and who maintain cultural identification through shared affiliation, community recognition.

Woman Business Enterprise

Women 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/Women Business Enterprise (MWBE)

Questionnaire for Bidders

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

To assist 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: Coley & Keresky LLP.
Address: 1005 Raymond Blvd., 14th Floor, Newark, NJ 07102.
Telephone No.: 908-592-0400
Contact Name: Eric T. Keresky, 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, Cuban 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, India, Southeast Asia, 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
Taxpayer Identification #: 812-712-036/000

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 withholding). 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 62 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue
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 
Calcagni & Kanefsky LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding **January 8, 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 Calcagni & Kanefsky LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Calcagni & Kanefsky LLP

Print Name: Eric Kanefsky, Esq. Date: 10/30/2018

Subscribed and sworn before me this 30 day of Oct. 2018
My Commission expires: [Signature] (Affiant)
DIANA M. GIORDANO
(Print name & title of affiant) (Corporate Seal)

NOTARY PUBLIC OF NEW JERSEY
Comm. # 50067495
My Commission Expires September 2022

**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 but the award of this contract in the one year period preceding (date of award submitted for approval of the contract by the governing body) to any of the following named candidate committees, joint candidate committees, or political party committees 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).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Friends of Chris L. Gadson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavarro for Councilman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Yun</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Osborne for Council</td>
</tr>
<tr>
<td>Gajewski for Council</td>
<td>Friends of Jenmaine D. Robinson</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric T. Kanesky, Esq.</td>
<td>13 Coppell Drive; Tenafly, NJ 07670</td>
</tr>
<tr>
<td>Thomas R. Calcagni, Esq.</td>
<td>24 Miller Road; New Vernon, NJ 07976</td>
</tr>
</tbody>
</table>

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: Calcasini & Kanesky, LLP

Signatures:
- [Name]
- [Name]

Print Name: Eric T. Kanesky, Esq.
Date: 10/30/2018

Subscribed and sworn before me the 30th day of October, 2018

[Signature]
DIANA M. GIORDANO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50067495
My Commission Expires September 2022
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

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Calcagni &amp; Kanefsky, LLP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1085 Raymond Blvd. 14th Floor</td>
</tr>
<tr>
<td>City:</td>
<td>Newark</td>
</tr>
<tr>
<td>State:</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip:</td>
<td>07102</td>
</tr>
</tbody>
</table>

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 T. Kanefsky, Esq.  
Owner

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ Check here if the information is continued on subsequent page(s)
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH PAWAR, GILGALLON & RUDY, LLC TO REPRESENT CITY OF JERSEY CITY, ROBERT KAKOLESKI, STACEY FLANAGAN & PAUL BELLAN-BOYER IN THE MATTER OF JOSE MARTINEZ V. CITY OF JERSEY CITY, ET AL.

WHEREAS, a complaint was filed on December 13, 2017 in Superior Court of New Jersey under Docket No. HUD-L-5069-17 by Jose Martinez alleging violation of law against discrimination and Conscientious Employee Protection Act; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to represent City of Jersey City; and

WHEREAS, the law firm of Pawar, Gilgallon & Rudy, 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 2018, 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, Pawar, Gilgallon & Rudy, 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, Pawar, Gilgallon & Rudy, LLC has submitted its Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance 08-123 adopted on September 3, 2008; and

WHEREAS, an encumbrance in the amount of $10,000.00 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 Pawar, Gilgallon & Rudy, LLC to represent the City of Jersey City, Robert Kakoleski, Stacey Flanagan & Paul Bellan-Boyer in the Jose Martinez litigation is hereby ratified for one year effective October 10, 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.;
RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH PAWAR, GILGALLON & RUDY, LLC TO REPRESENT CITY OF JERSEY CITY, ROBERT KAKOLESKI, STACEY FLANAGAN & PAUL BELLAN-BOYER IN THE MATTER OF JOSE MARTINEZ 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 contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject the encumberancy of funds in the 2019 fiscal year budget.

I, 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 # 131229

Donna Mauer, Chief Financial Officer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM: [Signature]
Corporation Counsel

Certification Required ☐ Not Required ☑

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/7/18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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<tbody>
<tr>
<td>RIDDLEY</td>
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<td>YUN</td>
<td>✓</td>
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<td>RIVERA</td>
<td>✓</td>
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<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>ABSENT</td>
<td></td>
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<tr>
<td>BOGGIANO</td>
<td>✓</td>
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<td>ROBINSON</td>
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<td></td>
<td>LAVARRO</td>
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N.V.-Not Voting (Abstain)

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

[Signature]  [Signature]
Robert Byrne, City Clerk
Lavare, President of Council
RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH PAWAR GILGALLON & RUDY, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF MEPT JOURNAL SQUARE URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER NORTH URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL LLC V. CITY OF JERSEY CITY ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS on or about May 9, 2009 the City of Jersey City (City) and MEPT Journal Square Urban Renewal LLC, MEPT Journal Square Tower North Urban Renewal, LLC, MEPT Journal Square Tower South Urban Renewal, LLC (collectively “MEPT”) entered into certain financial agreements for tax abatements on certain properties to be developed by MEPT; and

WHEREAS, upon execution of the financial agreements, the City required MEPT to make a lump sum prepayment of $2,000,000 based on the estimated calculation of one year of the annual service charges for the subject properties; and

WHEREAS, MEPT paid the City $2,000,000; and

WHEREAS, MEPT also paid $710,769 towards the Affordable Housing Trust Fund contribution; and

WHEREAS, in April 2015, MEPT requested that the City refund the monies previously paid that are identified above in an amount totaling $2,710,769 to MEPT; and

WHEREAS, by Order dated October 4, 2016, the court granted MEPT’s motion for a declaratory judgment and ordered the City to pay the total sum of $2,710,769 to MEPT; and

WHEREAS, Corporation Counsel recommended the appointment of outside counsel to represent the City of Jersey City; and

WHEREAS, Resolution 17-234, approved on March 8, 2017, awarded a one year professional services contract in the amount of $50,000, effective August 24, 2016 to Pawar Gilgallon & Rudy, LLC; and

WHEREAS, Resolution 17-687, approved on August 16, 2017, reauthorized a one year professional services contract with no additional funds, effective August 24, 2017 to Pawar Gilgallon & Rudy, LLC; and

WHEREAS, Resolution 18-357, approved on April 11, 2018, amended a professional services contract in the amount of $25,000.00; and

WHEREAS, the City awarded the contract to Pawar Gilgallon & Rudy, LLC under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq. (Pay-to-Play Law); and

WHEREAS, Pawar Gilgallon & Rudy, 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, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months and requires professional services contracts to be renewed on an annual basis; and

WHEREAS, the lawsuit is still ongoing and it is necessary to ratify the renewal of the contract effective August 24, 2018 and to increase the contract amount by an additional $75,000.00; and

WHEREAS, an encumbrance in the amount of $10,000 is available in Account No. 18-01-201-23-210-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.
RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH PAWAR GILGALLON & RUDY, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF MEPT JOURNAL SQUARE URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER NORTH URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL LLC 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 Pawar Gilgallon & Rudy, LLC is hereby ratified and reauthorized for one year effective August 24, 2018 for a total amount not to exceed $75,000.00; for a total contract amount of $150,000.00; and

2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A.40A:11-5 (1)(a)(i) et seq.

3. The award of this contract shall be subject to the condition that Pawar Gilgallon & Rudy, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

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

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

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance, attached hereto, and shall be placed on file with this resolution.

7. 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 fiscal year budget shall be subject the encumberancy of funds in the 2019 fiscal year budget.

I, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds available in Account No.: 18-01-201-23-210-312 for payment of this resolution. P.O. No. 12124

Donna Mauer, Chief Financial Officer
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 PAWAR, GILGALLON & RUDY, LLC TO REPRESENT CITY OF JERSEY CITY, ROBERT KAKOLESKI, STACEY FLANAGAN & PAUL BELLAN-BOYER IN THE MATTER OF JOSE MARTINEZ V. CITY OF JERSEY CITY, ET AL.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law</td>
<td>Peter Baker</td>
<td>201-547-4667</td>
</tr>
<tr>
<td>Law</td>
<td>Corporation Counsel</td>
<td><a href="mailto:Pbaken@jcnj.org">Pbaken@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
It was necessary to hire outside counsel to represent the City of Jersey City, Robert Kakoleski, Stacey Flanagan & Paul Bellan - Boyer who were named in a complaint filed in the US District Court by Jose Martinez alleging violation of law against discrimination and Conscientious Employee Protection Act.

Cost (Identify all sources and amounts)
Risk Management
01-201-23-210-312

Contract term (include all proposed renewals)
One year effective October 10, 2018.

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  10/30/18  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, Pawar, Gilgallon & Rudy, 6 South Street, Suite 201, Morristown, NJ 07960 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Jose Martinez 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. 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
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.
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 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 consent 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:

________________________
Robert Byrne
City Clerk

City of Jersey City

________________________
Brian Platt
Business Administrator

WITNESS:

________________________
Pawar Gilgallon & Rudy, LLC

By:
Firm:
(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: __________
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 [Vendor Name] (vendor affiliation) has not made any reportable contributions in the **one-year period preceding [date City Council award 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 [Vendor Name] (vendor affiliation) 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: [Vendor Name]

Signed: [Signature] Title: [Job Title]

Print Name: [Print Name] Date: [Date]

Subscribed and sworn before me this [date of subscription] day of [month] 2018.

My Commission expires: [Commission Expiration Date]

[Signature of Notary Public]

MARIA APGAR
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 22, 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.**
Appendix A

Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability

Managing Member, Pawar, Gilgallon & Rudy, LLC

The contractor and the Member(s) 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, damages, or expenses, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, defend, and pay any and all charges for legal services and any 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 contractor 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) Vijayant Pawar, Managing Member

(Representative's Signature)

(Name of Company) Pawar, Gilgallon & Rudy

(Firm No.) #728-625-6000

(Date) Oct. 25, 2016
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: Power, Gibling & Rudy, LLP.
Address: 6 South Street, Suite 201
Morristown, NJ 07960
Telephone No.: 973-620-8800
Contact Name: Vijayant Power, Esq.

Please check applicable category:

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

Definitions:
Minority Business Enterprise

A 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.

Asiatic: 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

A 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
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: Pawar, Girgall, v. Rudy, Inc.
Address: 6 South Street, Suite 201, Morristown, NJ 07960
Telephone No.: 973-605-8800
Contact Name: Vijayant Pawar, Esq.

Please check applicable category:

- Minority Owned Business (MBE)
- Woman Owned business (WBE)
- Minority Woman Owned Business (MWBE)
- 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-FATR. 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(g), (h), and (i).

Steven Fulop for Mayor 2017
Lavieto for Councilman
Friends of Joyce Waterman
Friends of Daniel Rivera
Ridley 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

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vjayant Paar, Esq.</td>
<td>7 Randolph Drive, Morristown, NJ</td>
</tr>
<tr>
<td>Craig S. Gilgallon, Esq.</td>
<td>64 Springbrook Road, Morristown, NJ</td>
</tr>
<tr>
<td>Robert S. Rudy, Esq.</td>
<td>41 Mt. Kemble Avenue, Morristown, NJ</td>
</tr>
</tbody>
</table>

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: Paar, Gilgallon & Rudy, LLC
Signature of Affiant: [Signature]
Printed Name of Affiant: Vjayant Paar, Esq.
Date: Oct. 26, 2018

Subscribed and sworn before me this 26 day of October, 2018

My Commission expires: MARIA APGAR
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 22, 2021

(Witnessed or attested by)
CerSRcaiion 501B9

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted 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 2020 - 15 FEB 2020.

Andrew P. Sidamon-Eristoff
State Treasurer

PAWAR GILGALLON & RUDY
6 SOUTH STREET, SUITE 201
MORRISTOWN, NJ 07960
# STATE OF NEW JERSEY
## BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>PAWAR GILGALLON &amp; RUDY, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>6 SOUTH STREET, SUITE 201</td>
</tr>
<tr>
<td></td>
<td>MORRISTOWN, NJ 07960</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1740913</td>
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<tr>
<td>Effective Date:</td>
<td>September 06, 2012</td>
</tr>
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<td>Date of Issuance:</td>
<td>November 27, 2012</td>
</tr>
</tbody>
</table>

For Office Use Only:
20121127124333717

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin

11/27/2012
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosed to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(c): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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: Pauar, Gilgallon & Rudy, L.L.C
Address: 16 South Street, Suite 201
City: Morristown
State: NJ
Zip: 07960

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]

Vijayan Pauar
Managing Member

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]

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
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<td></td>
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</tbody>
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[Check here if the information is continued on subsequent page(s)]
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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

The contractor or subcontractor agrees to inform its 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 conformance 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. 19:27.

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. 19:27
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. 19:27.

Representative’s Name/Title (Print): Vijayant Pawar, Esq. Managing Director
Representative’s Signature: 
Name of Company: Pawar, Gilligan & Rudy, LLC
Tel. No.: 973-805-8800 Date: Oct. 26, 2018
COUNCIL offered and moved adoption of the following resolution:

WHEREAS on or about May 9, 2009 the City of Jersey City (City) and MEPT Journal Square Urban Renewal LLC, MEPT Journal Square Tower North Urban Renewal, LLC, MEPT Journal Square Tower South Urban Renewal, LLC (collectively “MEPT”) entered into certain financial agreements for tax abatements on certain properties to be developed by MEPT; and

WHEREAS, upon execution of the financial agreements, the City required MEPT to make a lump sum prepayment of $2,000,000 based on the estimated calculation of one year of the annual service charges for the subject properties; and

WHEREAS, MEPT paid the City $2,000,000; and

WHEREAS, MEPT also paid $710,769 towards the Affordable Housing Trust Fund contribution; and

WHEREAS, in April 2015, MEPT requested that the City refund the monies previously paid that are identified above in an amount totaling $2,710,769 to MEPT; and

WHEREAS, by Order dated October 4, 2016, the court granted MEPT’s motion for a declaratory judgment and ordered the City to pay the total sum of $2,710,769 to MEPT; and

WHEREAS, Corporation Counsel recommended the appointment of outside counsel to represent the City of Jersey City; and

WHEREAS, Resolution 17-234, approved on March 8, 2017, awarded a one year professional services contract in the amount of $50,000 effective August 24, 2016 to Pawar Gilgallon & Rudy, LLC; and

WHEREAS, Resolution 17-687, approved on August 16, 2017, awarded a one year professional services contract in the amount of $50,000 effective August 24, 2017 to Pawar Gilgallon & Rudy, LLC; and

WHEREAS, Resolution 18-357, approved on April 11, 2018, awarded an increase in funds of $25,000, increasing funds to for a total contract amount of $75,000.00; and

WHEREAS, the City awarded the contract to Pawar Gilgallon & Rudy, LLC under the “fair and open process” of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et. seq. (Pay-to-Play Law); and

WHEREAS, Pawar Gilgallon & Rudy, 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, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months and requires professional services contracts to be renewed on an annual basis; and

WHEREAS, the lawsuit is still ongoing and it is necessary to ratify the renewal of the contract effective August 24, 2018 and to increase the contract amount by an additional $75,000.00; and

WHEREAS, an encumbrance in the amount of $10,000 is available in Account No. 18-01-201-23-210-312; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.
RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH PAWAR GILGALLON & RUDY, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF MEPT JOURNAL SQUARE URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER NORTH URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL LLC 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 Pawar Gilgallon & Rudy, LLC is hereby ratified and reauthorized for one year effective August 24, 2018 for a total contract amount of $75,000.00; and

2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i) et seq.;

3. The award of this contract shall be subject to the condition that Pawar Gilgallon & Rudy, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

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

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

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance, attached hereto, and shall be placed on file with this resolution.

7. 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 fiscal year budget shall be subject the encumberancy of funds in the 2019 fiscal year budget.

I, Donna Mauer, Chief Financial Officer, hereby certify that there are sufficient funds available in Account No.: 18-01-201-23-210-312 for payment of this resolution. P.O. No.

Donna Mauer, Chief Financial Officer

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required □
Not Required □

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
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✓ 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. Lavaro, 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 PAWAR GILGALLON & RUDY, LLC TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF MEPT JOURNAL SQUARE URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER NORTH URBAN RENEWAL LLC, MEPT JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL LLC V. CITY OF JERSEY CITY ET AL.

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Peter Baker</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4667</td>
</tr>
</tbody>
</table>

Law

Corporation Counsel

Phaker@jenj.org

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

Contract Purpose

Renewal of a professional services agreement for an additional twelve (12) months.

Cost (Identify all sources and amounts)       Contract term (include all proposed renewals)

Risk Management

01-201-23-210-312

One year effective August 24, 2018.

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

10/30/18

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, Pawar, Gilgallon & Rudy, 6 South Street, Suite 201, Morristown, NJ 07960 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with MEPT Journal Square Urban Renewal LLC, et al. 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. 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 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:

Robert Byrne
City Clerk

City of Jersey City

Brian Platt
Business Administrator

WITNESS:

Pawar Gilgallon & Rudy, LLC

By:
Firm:
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: ______
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 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 review 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 19 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):

Vijayant Vawar, Esq. Managing Director

Representative's Signature:


Name of Company: Vawar, Greig & Rudy, LLC

Tel. No: 973-605-8800

Date: Oct. 24, 2018
Appendix A

Americans with Disabilities Act of 1990

Equal Opportunity for Individuals with Disability

The owner and the member of (hereinafter "owner") do hereby agree that the provisions of Title I 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 performances 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, damages, or injuries of whatever kind or nature arising out of or in any way connected with 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 actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Victor A. Pearson, Managing Member
Representative's Signature: __________________________
Name of Company: Pearson Gilboa & Ryder
Cell No.: 973-605-8500
Date: Oct 24, 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 

Fairl. Gilganon & Rudy, 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 hereeto) and that would bar the award of this contract. I further certify that during the term of the contract Fairl. Gilganon & Rudy, 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: Fairl. Gilganon & Rudy, LLC

Signed __________________________ Title: Managing Member

Print Name: Vignayant Parwar, Esq. Date: Oct. 26, 2018

Subscribed and sworn before me this 26 day of October, 2018.

My Commission expires:

______________________________

MARI A A P G A R
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 22, 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.
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: Dower, Gilgiano & Rudy, L.L.C.
Address: 6 South Street, Suite 201
Morrison, NJ 07960
Telephone No.: 973-605-8800
Contact Name: Vijayant Dower, 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 Alaska 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
Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-826 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:    Pawar, Gilgannon & Rudy, Inc
Address:            6 South Street, Suite 201
Morristown, NJ 07960
Telephone No.:      873-605-8800
Contact Name:       Vijayant Pawar, 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 Alaska 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 Alaska 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-PARTY 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 committees, joint candidates committee; or political party committees representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(b), (c) and (d).

<table>
<thead>
<tr>
<th>Steven Fulop for Mayor 2017</th>
<th>Mira Prinz-Arey for Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lavairo for Councillman</td>
<td>Friends of Richard Boggiano</td>
</tr>
<tr>
<td>Friends of Joyce Watterman</td>
<td>Michael Ynn for Council</td>
</tr>
<tr>
<td>Friends of Daniel Rivera</td>
<td>Solomon for Council</td>
</tr>
<tr>
<td>Ridley for Council</td>
<td>Friends of Jermaine Robinson</td>
</tr>
</tbody>
</table>

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
- [x] Corporation
- [x] Sole Proprietorship
- [ ] Subchapter S Corporation
- [ ] Limited Partnership
- [ ] Limited Liability Corporation
- [ ] Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vijayant Pauar, Esq.</td>
<td>7 Randolph Drive, Morristown, NJ</td>
</tr>
<tr>
<td>Craig S. Gilgallon, Esq.</td>
<td>64 Springbrook Road, Morristown, NJ</td>
</tr>
<tr>
<td>Robert S. Rudy, Esq.</td>
<td>41 Mt. Kemble Avenue, Morristown, NJ</td>
</tr>
</tbody>
</table>

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: Pauar Gilgallan & Rudy, LLC
Signature of Affiant: [Signature]
Printed Name of Affiant: Vijayant Pauar, Esq.
Title: Managing Member
Date: Oct. 26, 2018

Subscribed and sworn before me this 26 day of October, 2018

My Commission expires: MARIA APGAR
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 22, 2021

(Witnessed or attested by) [Signature] (Seal)
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-DEC-2020.

PAUL GILGALLON & RUDY
6 SOUTH STREET, SUITE 201
MORRISTOWN, NJ 07960

Andrew P. Sidamon-Eristoff
State Treasurer
<table>
<thead>
<tr>
<th>Taxpayer Name</th>
<th>PAWÁR GILGALLON &amp; RUDY, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name</td>
<td>6 SOUTH STREET, SUITE 201</td>
</tr>
<tr>
<td>Address</td>
<td>MORRISTOWN, NJ 07960</td>
</tr>
<tr>
<td>Certificate Number</td>
<td>1740913</td>
</tr>
<tr>
<td>Effective Date</td>
<td>September 06, 2012</td>
</tr>
<tr>
<td>Date of Issuance</td>
<td>November 27, 2012</td>
</tr>
</tbody>
</table>

For Office Use Only: 20121127124333717

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin 11/27/2012
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees (PACs).

When the business entity is a natural person, "a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." N.J.S.A. 19:44A-20.26(b) The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

N.J.S.A. 19:44A-3(a): "The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.63 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."
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: Pauvar, Gill, Long & Rudy, LLC
Address: 16 South Street, Suite 201
City: Morristown State: NJ Zip: 07960

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

Vijayant Pauvar

Managing Member

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER
THE COMMUNITY DEVELOPMENT BLOCK GRANT — PUBLIC SERVICES (CDBG) FOR
PROGRAM YEAR APRIL 1, 2017 THROUGH MARCH 31, 2018

COUNCIL

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City $5,034,144 in Community Development Block Grant (CDBG) funds for Fiscal Year 2017; and

WHEREAS, as noted in resolution number 17-800 approved on October 11, 2017, the City reserved $100,000 in CDBG – Public Services funds for summer youth programs; and

WHEREAS, the Division of Community Development (DCD) issued a request for proposals (RFPs) for summer youth programs that are designed to address summer youth recreation and youth development programs; and

WHEREAS, the DCD received proposals in response to the RFP and has recommenced projects for funding based on need and capacity of the organization to expend funds by the October 31, 2018 deadline.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Development Block Grant – Public Services program as noted below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Project</th>
<th>Amount</th>
<th>Account No.</th>
<th>P.O. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Arts Team</td>
<td>Camp Liberty Safe Summer Scholarship Program</td>
<td>$10,000.00</td>
<td>69-200-56-855-519</td>
<td>130582</td>
</tr>
<tr>
<td>Haven Adoleacnt Community Respite Center</td>
<td>Cook. Est. Told's Program</td>
<td>$3,000.00</td>
<td>69-200-56-855-519</td>
<td>130583</td>
</tr>
<tr>
<td>Jersey Art Exchange</td>
<td>Youth Development Summer Program</td>
<td>$5,000.00</td>
<td>69-200-56-855-519</td>
<td>130584</td>
</tr>
<tr>
<td>Jersey City DPW</td>
<td>Mural Program</td>
<td>$14,000.00</td>
<td>69200-56-855-519</td>
<td>130585</td>
</tr>
<tr>
<td>New City Kids, Inc.</td>
<td>City Sail</td>
<td>$12,000.00</td>
<td>69-200-56-855-519</td>
<td>130586</td>
</tr>
<tr>
<td>Nimbus Dance Works</td>
<td>Youth Summer Programs &amp; Performance</td>
<td>$10,000.00</td>
<td>69-200-56-855-519</td>
<td>130587</td>
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<tr>
<td>P.A.C.C</td>
<td>Summer Arts Program</td>
<td>$9,000.00</td>
<td>69-200-56-855-519</td>
<td>130588</td>
</tr>
<tr>
<td>Team Wilderness, Inc</td>
<td>Team Wilderness Summer Excursion</td>
<td>$6,000.00</td>
<td>69-200-56-855-519</td>
<td>130589</td>
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<tr>
<td>The Kennedy Dancers</td>
<td>Inner City Youth Summer Dance Camp</td>
<td>$10,000.00</td>
<td>69-200-56-855-519</td>
<td>130590</td>
</tr>
<tr>
<td>The Salvation Army</td>
<td>Salvation Army’s Summer STEAM Program</td>
<td>$12,000.00</td>
<td>69-200-56-855-519</td>
<td>130591</td>
</tr>
<tr>
<td>Urban League of Hudson County</td>
<td>ULHC Youth Summer Recreation Program</td>
<td>$10,000.00</td>
<td>69-200-56-855-519</td>
<td>130592</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$100,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, Donna Mauer, hereby certify that sufficient funds in the amount of $100,000.00 are available in accounts noted above.

Donna Mauer
Chief Financial Officer

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

APPROVED AS TO LEGAL FORM

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-7-18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td></td>
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<td>YUN</td>
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<td>SOLOMON</td>
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<tr>
<td>PRINZ-AREY</td>
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<td></td>
<td></td>
<td>WATTERMAN</td>
<td></td>
<td></td>
<td></td>
<td>LAVARRO, PRES</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>BOGGIANO</td>
<td></td>
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</tr>
</tbody>
</table>

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
**Full Title of Ordinance/Resolution**

| RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY |
| AUTHORIZING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC SERVICES (CDBG) FOR PROGRAM YEAR APRIL 1, 2017 THROUGH MARCH 31, 2018 |

**Project Manager**

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Name/Title</th>
<th>Phone/email</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEDC</td>
<td>CARMEN GANDULLA</td>
<td>x5304 <a href="mailto:CGandulla@jcnj.org">CGandulla@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

**Contract Purpose**

A portion of the City’s Community Development Block Grant- Public Services (CDBG-PS) funding have been allocated specifically for summer youth programs that will provide summer youth recreation and youth development programs to Jersey City youth. Funded agencies are required to operate from July 1, 2018 through September 30, 2018.

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

| $100,000.00 |

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

| Grant Term is from April 1, 2017 – March 31, 2018. Summer youth program must operate program from July 1, 2018 – Sept. 30, 2018. |

**Type of award**

| HUD (Federal) |

**If “Other Exception”, enter type**

*Signature of Department Director Date*

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

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Carmen Gandulla, Director – Division of Community Development
Date: October 9, 2018
Subject: Resolution of the Municipal Council of the City of Jersey City Authorizing Program Contracts for Summer Youth Programs Under The Community Development Block Grant – Public Services (CDBG) For Program Year April 1, 2017 Through March 31, 2018

Synopsis: The United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City $5,034,144 in Community Development Block Grant (CDBG) funds for Fiscal Year 2017. The City reserved $100,000 in Community Development funds for summer youth programs for the July 1, 2018 through September 30, 2018 Fiscal Year.

Background: The Community Development Block Grant – Public Services (CDBG-PS) grant strives to meet a national objective of LMI benefit through the provision of services for low and moderate-income (LMI) persons residing in the City of Jersey City. The CDBG-PS grant covers a wide range of eligible activities including but not limited to employment, educational services, health care services, fair housing services, senior services and summer youth recreational programs.
The summer youth grant is designed for programs that will have a measurable impact on youth during the summer months. Eligible Activities are listed below:

<table>
<thead>
<tr>
<th>Eligible Activity</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer Youth Recreation</td>
<td>Projects that involve low-income youth in summer recreational activities (i.e., summer camp, soccer, basketball, dance and music programs...) that will expose youth to experiences that expand beyond the horizons of urban youth, including scholarships for eligible youth.</td>
</tr>
<tr>
<td>Youth Development Program</td>
<td>Projects that provide academic enrichment, work and career training and support, including Science, Technology, Engineering, Arts &amp; Mathematics (STEAM) educational programs, and activities that enable young people to develop communication and interpersonal skills. Projects that demonstrate strong collaborations with educational and cultural assets.</td>
</tr>
</tbody>
</table>

Recommendation Process:

1. April 2, 2018, a Request for Proposals (RFP) was published soliciting competitive proposals for services under the CDBG-PS grant. Approximately eighteen (18) applicants submitted proposals.

2. A full committee review consisting of site visitation and threshold evaluation of all submitted applications including review of financial audits was completed. The proposal selection process also incorporated Director Reviews and Mayor's Office review.

The Division of Community Development is providing eleven (11) grant recommendations for our Community Development Block Grant Summer Youth allocation.

- Nimbus, Jersey Art Exchange, Jersey City's Department of Public Works, The Kennedy Dancers and PACO are receiving funding for programs which will provide development for youth interested in the study of performing arts through dance, theater and visual creativity;
• Team Wilderness, a new outward bound style program, New City Kids, a sailing program and ULOHC will provide recreational enrichment to students enrolled in Summer Fun camp.

• Haven Adolescent Community Respite Center, a new pilot program will launch a summer enrichment culinary series;

• Educational Arts Team and the Salvation Army will provide academic enrichment for youth during the summer months.

If the Division of Community Development could not make a recommendation for any organization, it was because there were some deficiencies or compliance issues in their applications.
# City Council Replacement Cover Sheet

<table>
<thead>
<tr>
<th>Submitted By</th>
<th>Maneza M. Ali</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>Department of Law</td>
</tr>
<tr>
<td>Date Submitted</td>
<td>11/05/2018</td>
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Pls. note Revisions and Page Number: Added/Modified: modified Term and Honorarium from one year to “two years” term.
RESOLUTION CREATING THE FIRST POET LAUREATE OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, poetry is a powerful form of literature that honors self-expression and promotes understanding within communities; and

WHEREAS, poetry has long been used to elicit a range of emotions and sentiments about place and time, culture and society; and

WHEREAS, the City of Jersey City has an interest in supporting the vibrant and growing community of poets and expanding opportunities for young writers throughout the region; and

WHEREAS, one means of supporting such writers is to create the position of Poet Laureate to serve as a public voice of Jersey City, creating city-specific original work and participating in literary outreach and education; and

WHEREAS, the Poet Laureate will serve as Jersey City's literary ambassador at events that promote the literary arts and will nurture appreciation of poetry and literature; and

WHEREAS, the Jersey City Arts Council, working through its Literary Arts Committee, evaluates nominations for Poet Laureate for creative excellence and community impact. The Jersey City Arts Council then sends the finalist names and supporting recommendations to the Mayor, who appoints the Poet Laureate with the advice and consent of the Council.

NOW, THEREFORE, BE IT RESOLVED,

1. Term and Honorarium: The full terms of service for the Poet Laureate will be memorialized in an agreement between the City and the Poet Laureate.

   The term of service will be two years, with an annual honorarium of $3,000 per year.

2. Intellectual Property: All writing, notes and original materials produced during the tenure of the Poet Laureate remain the property of the individual, however, the City shall retain the right to record, publish, compile and display works produced by the Poet Laureate in his or her official capacity during his or her term, but the Poet shall retain all other rights to the work.

3. Eligibility: Poet Laureate candidates must be legal residents of Jersey City and at least 21 years old. Nominated poets must have produced work of the highest caliber and must have contributed substantial service to the development of the literary arts.

4. A poet who has served as Poet laureate may not be re-nominated.
RESOLUTION CREATING THE FIRST POET LAUREATE OF THE CITY OF JERSEY CITY

5. The nominee may not be an employee or officiholder for Jersey City, the Jersey City Arts Council, or from the immediate family or household of such employees or officeholders.

6. The Mayor may with the approval of the City Council remove the Poet Laureate for misconduct or neglect of duty.

NG/mma
11/05/2018

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 5-3

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rojindas R. Lavaro, Jr., President of Council

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 CREATING THE FIRST POET LAUREATE OF THE CITY OF JERSEY CITY

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>Business Administration</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Brian Platt</td>
</tr>
<tr>
<td>Phone/email</td>
<td><a href="mailto:BPlatt@jcni.org">BPlatt@jcni.org</a></td>
</tr>
<tr>
<td></td>
<td>201-547-5147</td>
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</tbody>
</table>

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

Resolution Purpose

The purpose of this resolution is to create a position for Poet Laureate of the City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director       Date
RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE TO UTILIZE PROPERTY OWNED BY THE CITY OF JERSEY CITY LOCED AT 605 MONMOUTH STREET TO CONSTRUCT A FACILITY TO HOUSE THE JERSEY CITY POLICE DEPARTMENT MOUNTED UNIT

WHEREAS, the City of Jersey City owns property located at 605 Monmouth Street Monmouth listed as Block 6902, Lot 24 on the City of Jersey City tax maps; and

WHEREAS, the Department of Public Safety, Division of Police wishes to re-establish the Jersey City Police Department Mounted Unit and propose to construct modular facility to house horses and police division personnel; and

WHEREAS, the Jersey City Police Department Mounted Police Unit is an efficient and effective method of patrol and will play a vital part in the Jersey City Police Departments modern crime prevention units will be utilized at city sponsored events, park patrols, and other community-oriented events greatly enhancing the City's Community Oriented Policing Program; and

WHEREAS, the City of Newark re-established their Mounted Police Unit in 2011 and has offered to assist in the procurement of horses and related training for police officers assigned to this unit at no cost to the City; and

WHEREAS, Mounted Unit horses are available free of charge through a program for retired horses.

NOW, THEREFORE BE IT RESOLVED, by the Mayor Municipal Council of the City of Jersey City, County of Hudson, New Jersey that the Jersey City Department of Public Safety, Division of Police is authorized to utilize the afore described property to house the Jersey City Police Mounted Unit.

10/18/2018

APPROVED: ___________________________  APPROVED AS TO LEGAL FORM
                                                             ___________________________
                                                             Business Administrator       Corporation Counsel

Certification Required □   Not Required □

APPROVED 5-3

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
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<tr>
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<td>SOLOMON</td>
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<td>WATTERMAN</td>
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<tr>
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<td>ROBINSON</td>
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<td>LAVARRO, PRES.</td>
<td>✓</td>
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</tbody>
</table>

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Robert F. Lavaro, Jr., President of Council

Robert Lavaro, 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 THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE TO UTILIZE PROPERTY OWNED BY THE CITY OF JERSEY CITY LOCATED AT 605 MONMOUTH STREET TO CONSTRUCT A FACILITY TO HOUSE THE JERSEY CITY POLICE DEPARTMENT MOUNTED UNIT

Initiator

<table>
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<tr>
<th>Department/Division</th>
<th>Police</th>
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<tbody>
<tr>
<td>Name/Title</td>
<td>Tawana Moody</td>
<td>Director</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4239</td>
<td><a href="mailto:Tmoody@njcops.org">Tmoody@njcops.org</a></td>
</tr>
</tbody>
</table>

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

Resolution Purpose

The purpose of this resolution is to allow Division of Police to utilize property owned by the City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director                          Date
RESOLUTION RE-APPOINTING MARK C. CURTIS AS A PART-TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated October 31, 2018, that he has re-appointed Mark C. Curtis as a Part-Time Judge of the Municipal Court of the City of Jersey City, for a term to commence upon adoption of this resolution and expire on November 7, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, hereby consents to the re-appointment of Mark C. Curtis as a Part-Time Judge of the Municipal Court of the City of Jersey City for the above mentioned term pursuant to N.J.S.A. 2B:12-4(b).

Record of Council Vote on Final Passage

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
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<td>Lavarro, Pres.</td>
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N.V.-Not Voting (Abstain)

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

Roberto R. Lavaro, Jr., President of Council

Robert Ryno, City Clerk
October 31, 2018

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have reappointed Mark C. Curtis, a resident of Jersey City, New Jersey, to serve as a Part-Time Judge of the Jersey City Municipal Court pursuant to N.J.S.A 2B:12-4(b). Mr. Curtis’s term will commence upon adoption of a resolution and expire on November 7, 2021.

I respectfully request your advice and consent to this appointment.

Sincerely,

Steven M. Fulop
Mayor

c: Peter J. Baker, Corporation Counsel
    Brian D. Platt, Business Administrator
    Robert Byrne, City Clerk
    Carlo Abad, Chief Judge, J.C. Municipal Court
    Wendy Razzoli, J.C. Municipal Court
    Allison N. Solowsky, Deputy Chief of Staff
    Nancy Warlikowski, Mayor’s Office
    Mark C. Curtis
Resolution of the City of Jersey City, N.J.

RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO REMEDY ANALYTICS, INC. FOR AUDITING OF THE PRESCRIPTION DRUG PLAN

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City ("City") has a need for the auditing of the prescription drug plans; and

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq; and

WHEREAS, a Request for Proposals (RFP) was issued by the Department of Human Resources on July 25, 2018; and

WHEREAS, on August 21, 2018, the City received 3 proposals in response to its RFP; and

WHEREAS, the evaluation committee appointed by the Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared the report attached hereto recommending that the contract be awarded to Remedy Analytics, Inc., located at 1011 North Mayfair Road, Suite 307, Milwaukee, WI, 53226; and

WHEREAS, the contract term is two (2) years beginning November 1, 2018 and ending October 31, 2020 with an option to renew for one (1) additional year; and

WHEREAS, the total amount of the two (2) year contract is $950,000.00 and the annual amounts of the contract are: year one (1): $500,000; year two (2): $450,000 and the one (1) year option would be $400,000; and

WHEREAS, the funds in the amount of $500,000.00 are available in Account 01-201-23-220-805; and

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

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract is awarded to Remedy Analytics, Inc. to audit the City's prescription drug plan;

2. The term of the contract is two (2) years effective November 1, 2018 with the option to renew for one (1) additional year;

3. The total amount of the two (2) year contract is $950,000.00 and the annual amounts of the contract are: year one (1): $500,000; year two (2): $450,000 and the one (1) year option would be $400,000;

4. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached.
RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO REMEDY ANALYTICS, INC. FOR AUDITING OF THE PRESCRIPTION DRUG PLAN

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

6. Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;

7. The award of this contract shall be subject to the condition that Remedy Analytics, 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.;

8. 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 consultant shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

9. Pursuant to N.J.A.C. 5:30-5.5(d)(2), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in subsequent fiscal year budgets.

I, Donna Mauer, Chief Financial Officer, certify that funds in the amount of $500,000.00 are available in Account No. 01-201-23-220-805, P.O. # 131257

Peter Folgado, Purchasing Agent
QPA, RPPO

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM:

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

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<td>LAVARRO, PRES.</td>
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N.V.-Not Voting (Abstain)

Recorded Vote Requirements:

✓ Indicates Vote

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 COMPETITIVELY BID CONTRACT TO REMEDY ANALYTICS, INC. FOR AUDITING OF THE PRESCRIPTION DRUG PLAN

Project Manager

<table>
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<th>HUMAN RESOURCES</th>
<th>HEALTH BENEFITS</th>
</tr>
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<tbody>
<tr>
<td>Name/Title</td>
<td>MICHALINE YURCICK</td>
<td>SUPERVISING ADMINISTRATIVE ANALYST</td>
</tr>
<tr>
<td>Phone/email</td>
<td>547-5515</td>
<td><a href="mailto:Myurcik@jcnj.org">Myurcik@jcnj.org</a></td>
</tr>
</tbody>
</table>

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

Contract Purpose
To have the contract with the present and future pharmacy benefit managers (PBM), reviewed, audited and monitored for compliance and find any additional savings on claims that would be reimbursed back to the City.

Cost (Identify all sources and amounts)
Account: 01-201-23-220-805
$950,000.00; additional year option:
$400,000.00

Type of award

If “Other Exception”, enter type

Contract term (include all proposed renewals)
Two years (November 1, 2018 - October 31, 2020). With an option to renew for an additional year.

I certify that all the facts presented herein are accurate.

Signature of Department Director  11/2/18

Date
**CITY OF JERSEY CITY**

### Requisition

**Requisition #** 0185818

**Vendor**

**Dept. Bill To**

HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

**Dept. Ship To**

HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

**Contact Info**

**Req. Date:** 10/29/2018  
**Requested By:** MICHALNE  
**Buyer Id:**

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<td>01-201-23-220-805</td>
<td>500,000.00</td>
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</table>

**Requisition Total**: 500,000.00

Approved By: ____________________________

**This Is Not A Purchase Order**
Executive Summary

On August 21, 2018, the City received three proposals in response to its RFP for Auditing and Analytics Consulting for the City’s Prescription Drug Plans. The actual rankings of the proposals appear below:

The proposals were scored by an evaluation Committee consisting of two City of Jersey City Division of Human Resources employees and one outside consultant using criteria established by the evaluation Committee.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Ranking</th>
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<tbody>
<tr>
<td>Remedy Analytics</td>
<td>1</td>
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<tr>
<td>Milliman</td>
<td>2</td>
</tr>
<tr>
<td>PillarRx</td>
<td>3</td>
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The proposal submitted by Remedy Analytics was ranked highest by the evaluation Committee. The cost of services proposed is fifteen percent of savings resulting from audits of 100% of prescription drug claims in contract years one, two and three. Total fees paid to the vendor are a percentage of documented savings and may not exceed $500,000 in year one, $450,000 in year two, and $400,000 in year three.

In accordance with the statutes for competitive contracting (N.J.S.A. 40A:11 - 4.1 et seq), it is recommended that a contract be awarded to Remedy Analytics to provide prescription drug plan auditing and analytics services to the City.
Background

Competitive contracting (N.J.S.A. 40A:11- 4.1 et seq) was employed to solicit proposals that would attract the best qualified solutions. On August 17, 2018 the City received three responses to the original Request for Proposals and the initial evaluation process was started.

The RFP as issued on July 30, 2018 is contained in Appendix A.

PROJECT OBJECTIVES

The City of Jersey City, NJ (the “City”) requested proposals from qualified technology audit firms reduce its pharmacy benefit costs for the City employees and retirees through electronic audit and analysis of 100% of the City’s prescription drug claims

SCOPE OF SERVICES

The successful respondent will audit every prescription drug claim incurred by individuals covered under the City’s employee and retiree prescription drug plan to ensure compliance with pharmacy benefit manager (PBM) contract definitions and will collect recoveries from the contracted PBM of any overpayments made by the City to the PBM.

The successful Consultant will develop and implement PBM contract terms and definitions along with general contract language.

The successful consultant will employ their technology to optimize the performance of the City’s PBM.

The chosen firm must be able to provide consulting services which analyze and audit 100% of plan’s claims data to provide the City with data-driven solutions to reduce costs, create efficiencies and improve clinical outcomes – all measured for accountability and fiduciary compliance.

Evaluation Criteria and Evaluation Process

As indicated above, competitive contracting was used in order to produce an RFP which would provide the City with exactly (or nearly exactly) the services required. In addition, given the expected complexity of the responses, a consistent evaluation format was developed to ensure that a balance comparison of proposals could be conducted.

Thirteen criteria listed below were established by which proposals were evaluated. Each criterion was worth between 0 and 5 points. The extent to which the criterion is met or exceeded by each respondent was determined by the evaluation Committee’s analysis of each respondent’s submission and the appropriate scoring between zero and five was applied to each criterion for each respondent. Total maximum of 65 points could be awarded.
Criteria

1. Does respondent understand the project requirements?
2. Does response include 100% claims audit utilizing claims repricing at a prescription level?
3. Does response include audit of average whole price (AWP) and ingredient cost guarantees (including specialty medications) in accordance with contract terms?
4. Does response include 100% rebate guarantee audit in accordance with contract terms?
5. Does response include complete audit recovery negotiation with PBM?
6. Does response include PBM contract development and language negotiation?
7. Does response include analysis of PBM RFP responses?
8. Is respondent pricing for services based on a percentage of savings as requested?
9. Additional Audit compliance tests?
10. Does response include comprehensive utilization analytics?
11. Staffing - Actuarial?
12. Qualifications and Experience
13. Client References

Evaluation Committee

The evaluation Committee consisted of 2 employees and one outside consultant with experience in employee benefits and prescription drug plans. The members of the Committee included:

- Mark A. Bunbury, Esq., Director of Human Resources, City of Jersey City
- Michaline Yurcik, Director of Health Benefits, City of Jersey City
- Jay McManus, Benefits Consultant

Appendix B contains each Committee member’s Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.
Proposals Received

A total of three proposals were received in response to the City’s RFP. They are listed alphabetically below with the proposed costs over the three-year contract period:

Milliman – Cost proposal: Year 1 - $265,000, Year 2- $125,000, Year 3-$118,000. Respondent did not price audit services as a percentage of savings. The costs above are fixed costs.

RillarRx - Cost proposal: Year 1 - $106,000. Respondent did not price as a percentage of savings. The costs above are fixed costs. Respondent did not specify a price for year 2 and year 3.

Remedy Analytics – Cost proposal: Year 1 - 15% of savings, Year 2 - 15% of savings, Year 3 - 15% of savings, not to exceed $500,000 Year 1, $450,000 Year 2, and $400,000 Year 3.

Evaluation Process

The evaluation process consisted of the following steps:

- Committee meeting to discuss preliminary impressions and to address technical questions
- Final review of proposals and submission of evaluation matrix

Evaluation Results

The rankings and total scores out of a maximum 65 assigned by the Committee appear below:

<table>
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<tr>
<th>Vendor</th>
<th>Score</th>
<th>Ranking</th>
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<tbody>
<tr>
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<td>Milliman</td>
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<td>2</td>
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<tr>
<td>PillerRx</td>
<td>47</td>
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</table>

The detailed evaluation spreadsheets prepared by the Committee appear in Appendix C.
Appendix A: RFP
CITY OF JERSEY CITY
REQUEST FOR PROPOSALS:
Audit Analytics Consulting
Prescription Drug Plan

SUBMISSION DEADLINE:
11:00 AM
Thursday, August 21, 2018

ADDRESS ALL PROPOSALS TO:
Peter Folgado
Director of Purchasing,
Department of Administration
Division of Purchasing
394 Central Avenue, 3rd Fl.
Jersey City, New Jersey 07306
SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposal
City of Jersey City/Dept. of Human Resources
Division of Health Benefits
City Hall
280 Grove Street
Jersey City, NJ 07302

1.2 Contact Person
Peter Folgado
Director of Purchasing, QPA
Department of Administration
Division of Purchasing
394 Central Avenue, 3rd Fl.
Jersey City, New Jersey
(201) 547-5156
(201) 547-6586 (fax)
PeterF@jcni.org

1.3 Procurement Process
This contract will be awarded using the competitive contracting provision of the Local Public
Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) which is considered a "fair and open" process under
the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals
(RFP). The governing body will approve a resolution awarding a contract to the successful
Respondent.

1.4 Contract Form
If selected to provide services, it is agreed and understood that the successful Respondent 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 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 not be an informational meeting for this RFP.

1.6 Submission deadline
Proposals must be submitted to, and be received by the Division of Purchasing, via mail or hand delivery, by 11:00 a.m. prevailing time on Thursday, August 21, 2018. Proposals will not be accepted by facsimile transmission or e-mail.

1.7 Opening of proposals
Proposals shall be opened in public at 11:00 a.m. prevailing time on Tuesday, August 21, 2018 in the Division of Purchasing Conference Room, located on the 3rd floor of 394 Central Avenue, Jersey City, NJ.

1.8 Definitions
The following definitions shall apply to and are used in this Request for Proposal (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.

"Competitive Contracting" - refers to the process by which proposals are evaluated and contracts awarded, pursuant to N.J.S.A. 40A:11-4.1 et seq.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

1.9 Submission address
All proposals should be sent to:

Peter Folgado
Director of Purchasing, QPA
Jersey City Department of Administration
Division of Purchasing
394 Central Avenue, 3rd Fl.
Jersey City, New Jersey 07306
SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose
The City is seeking proposals from qualified Consultants for services as described herein.

2.2 Competitive Contracting
This contract will be awarded using the competitive contracting provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) which is considered a "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 person and/or firm 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 7 of this RFP, which will be applied in the same manner to each proposal received.

2.3 Evaluation Committee
Proposals will be reviewed and evaluated by a committee appointed by the City's Business Administrator. The proposals will be reviewed to determine if the Respondent has met the professional, administrative and subject area requirements described in this RFP. Pursuant to N.J.A.C. 5:34-4.3 (c)(2)(i), "the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body".

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.

Activity
1. City Council approval of resolution authorizing use of competitive contracting for this project July 18, 2018
2. Issuance of Request for Proposals July 30, 2018
3. Receipt of Proposals August 21, 2018
4. Completion of evaluation of Proposals September 18, 2018
5. Award of contract October 10, 2018
2.5 Addenda or Amendments to RFP
During the period provided for the preparation of responses to the RFP, 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. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

All communications concerning this RFP or the RFP process shall be directed to the City’s Purchasing Agent, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective respondents who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

2.6 Rights of the City
The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

• To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.

• To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

2.7 Cost of Proposal Preparation
Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

2.8 Proposal evaluation
Proposals will be evaluated on the basis of the written response to the RFP.

Each evaluator will rank the written proposals. The proposal ranked highest among the greatest number of evaluators will be selected for the project.
2.9 Written Proposal
Prospective Consultants must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

2.10 Equal Employment Opportunity/Affirmative Action
Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq. and N.J.S.A. 10:5-31, the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation or partnership, it shall list the names of those stockholders holding 10% or more of the outstanding stock or of all individual partners in the partnership who own a 10% or greater interest in the partnership.

Section 8 of this document describes general terms and conditions. Section 9 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

2.11 Disposition of RFP
Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

• All Proposals shall become the property of the City and will not be returned.

• All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law. With respect to the Open Public Records Act (OPRA) and Proprietary Information-although the RFP indicates that all proposals will become public information, it is understood that OPRA contains exceptions for "Trade secrets and proprietary commercial or financial information obtained from any source" and "Information which, if disclosed, would give an advantage to competitors or bidders". Therefore, prospective Respondents shall submit two (2) clearly marked versions of their proposals. One version is to be a complete version to be used by the City for evaluation. The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which...would give an advantage to competitors or bidders".

This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation.

Failure to provide two clearly marked proposals will mean that the Respondent agrees that
the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

2.12 Softcopy version of RFP
Prospective respondents who have obtained printed copies of this RFP and who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing, may request a softcopy version of this RFP. Softcopy versions will be provided as a PDF file only.

SECTION 3: WRITTEN PROPOSAL FORMAT
Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

3.1 Mandatory content
Each proposal submitted must contain the ten (10) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Scope
- Objectives
- Project Workplan (including project organization, critical success factors)
- Assumptions/City of Jersey City Responsibilities
- Staffing
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

3.2 Title Page
The Proposal should include a title page, which identifies the project; the Respondent's Firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

3.3 Table of Contents
The Respondent's Proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

3.4 Executive Summary
This section should include a summary of the key points and highlights of the Respondent's
response and should discuss the pricing contained in the Proposal.

3.5 Scope
In this section of the proposal, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

3.6 Objectives
In this section of the Proposal, the Respondent should state what it believes to be primary objectives for each element of the plan. Respondents may choose to offer suggestions to the City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

3.7 Project Work Plan
In addition to providing a high-level project work plan, this section should describe each of the proposed phases, activities and tasks that the City should execute to achieve success. In addition to the tasks, it is assumed that the Respondent will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

3.8 Assumptions/Jersey City Responsibilities
In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of this project.

3.9 Staffing
A discussion of the project team that will be utilized should be contained in this section. The City requests that as part of the discussion here, the Respondent state exactly the role the proposed Respondent team member will assume, and detail the qualifications for the role that the team member possesses.

3.10 Timing and Fees
In this section, please describe the timing and associated fees the Respondent is proposing for the services described. Respondents should be sure to include all expenses associated with delivery, in addition to fees. The Respondent should be prepared to begin work upon Council approval.

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. Therefore, any proposal which specify payment upon contract signing will be deemed unresponsive and rejected.
3.11 Appendices/Other
This section should include at minimum: Consultant qualifications, references and resumes. If respondents feel that other materials are necessary (such as promotional literature, white papers, etc.) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation. Finally, any out-of-scope services not covered in other sections should be included here. A description of the personnel likely to be involved, and the resources brought to bear (including costs and/or hourly rates) must be provided.

SECTION 4: PROJECT OBJECTIVES

The City of Jersey City, NJ (the "City") is requesting proposals from qualified technology consulting firms reduce its pharmacy benefit costs for the City employees and retirees through electronic audit and analysis of 100% of the City’s prescription drug claims.

SECTION 5: SCOPE OF SERVICES

The successful consultant will audit every prescription drug claim incurred by individuals covered under the City’s employee and retiree prescription drug plan to ensure compliance with PBM contract definitions and will collect recoveries from the contracted PBM of any overpayments made by the City to the PBM. The successful Consultant will develop and implement PBM contract terms and definitions along with general contract language. The successful consultant will employ their technology to optimize the performance of the City’s pharmacy benefit manager (PBM). The chosen firm must be able to provide consulting services which analyze and audit 100% of plan claims’ data to provide the City with, data-driven solutions to reduce costs, create efficiencies and improve clinical outcomes – all measured for accountability and fiduciary compliance.

Pursuant to N.J.S.A. 40A:11-4.2, the City intends to award a three year contract. Beginning October 10, 2018 and ending October 9, 2021.

SECTION 6: PROPOSAL SUBMISSION REQUIREMENTS

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

6.1 Number of copies

Respondents must submit one signed original and at least 3 copies of their proposal, of which 1 must be
unbound (for photocopying purposes), along with a copy of their proposal on a thumb drive.

As previously described in 2.12, with respect to the Open Public Records Act (OPRA) and Proprietary Information - although the RFP indicates that all proposals will become public information, it is understood that OPRA contains exceptions for "Trade secrets and proprietary commercial or financial information obtained from any source" and "Information which, if disclosed, would give an advantage to competitors or bidders". Therefore, in addition to the 7 copies above, prospective Respondents shall submit two (2) clearly marked versions of their proposals for OPRA use. One version is to be a complete version to be used by the City for evaluation. The second version should contain redactions of legitimate "trade secrets and proprietary commercial or financial information" and/or "information which...would give an advantage to competitors or bidders". This second version will be provided to persons submitting Open Public Records Act (OPRA) requests for information relating to this solicitation. Failure to provide two clearly marked proposals will mean that the Respondent agrees that the single version provided does not contain trade secrets or proprietary information and may be released pursuant to OPRA requests.

6.2 Proposal media
Proposals forwarded by facsimile, e-mail, CD, DVD will not be accepted.

6.3 Proposal format
To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all Proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

The City is not under any obligation to search for clarification through additional information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City at its option may either request clarification of the information or consider the information unresponsive.

6.4 Proposal length
The exact presentation and layout format of Proposals is up to the discretion of the Respondent, however a maximum length of 30 pages is strongly suggested.

6.5 Submission deadline
Proposals must be received by the City no later than 11:00 a.m. prevailing time on Tuesday, August 21, 2018 and must be mailed or hand-delivered.

SECTION 7: PROPOSAL EVALUATION
The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.
7.1 Evaluation methodology
Proposals will be evaluated on written responses. The finalists may be asked to give an oral presentation by representatives of the Respondent.

7.2 Written response evaluation
There are seven criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the committee.

a. Required Format: 10 points
The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc.).

b. Audit Process: 20 points
Vendor should demonstrate ability to electronically audit 100% of all prescription drug claims for compliance to PBM contract terms, and collect recoveries for the City of overpayments made by the City to the PBM.

c. Prior experience with similar projects: 10 points
The City does not wish to overly educate its consultants as to the workings (both operational and statutory) of New Jersey municipal government. As a result, proposals which include documentation (including references) of successful projects in municipalities will be viewed more favorably. Experience in the State of New Jersey is also desirable. This section should include (5 points each):

- Client references (including contact information)
- Details of project size

d. Technical: 20 points
Vendor should demonstrate ability to provide: detailed reporting of audit results, analysis and development of PBM contract language and definitions, analysis of PBM’s contract compliance with actual prescription drug claims payments and provide strong technical and analytical data about prescription drug clinical cost reduction solutions. Vendor should demonstrate proper security protocol in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Vendor should demonstrate systems redundancy and disaster recovery protocol and procedures.

e. Personnel assigned: 10 points
Through this project, Jersey City will expect exceptional credentials and experience from the consultants which it employs. Resumes of consultant personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team members’ applicable experience and their anticipated roles in this project will be viewed more favorably.
f. Cost: 35 points
Cost proposal should be based on a percentage of documented prescription drug savings achieved through PBM contract language implementation, contract compliance analysis and ongoing prescription drug claim auditing. Savings must be specifically defined in all responses. A calculation of how savings are derived and how compensation is calculated must be included in your response (see sample below). Include any cap on fee structure that you are willing to assign. Specifically define how and when charges are billed to the City. Specifically define any additional costs beyond a percent of savings compensation.

<table>
<thead>
<tr>
<th>Sample Savings Summary</th>
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<tbody>
<tr>
<td>Date of Report</td>
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<tr>
<td>Period of Audit</td>
</tr>
<tr>
<td>Number current period Claims Processed under PBM prior Contract terms</td>
</tr>
<tr>
<td>Value of current period Claims Processed under PBM prior Contract terms</td>
</tr>
<tr>
<td>Number current period Claims Processed under PBM current Contract terms</td>
</tr>
<tr>
<td>Value of current period Claims Processed under PBM current Contract terms</td>
</tr>
<tr>
<td>Savings for current period (4-6)</td>
</tr>
</tbody>
</table>

Value is the plan cost of claims
Calculation of savings must not include value of plan design modifications.
Calculations must include verifiable back up of all claims processed.

In order for vendors to estimate the potential volume of the City's transactions, the City provides the following information for the most recent 12 months available:

Commercial Prescription Drug Plans 8797 average covered lives
EGWP Plans – 1500 average covered lives

Commercial Plan Prescriptions filled – 104,000
EGWP Plan Prescriptions filled – 50,000

A prescription claim data file is available for analysis upon request to:

Peter Folgardo
Director of Purchasing, QPA
Department of Administration
Division of Purchasing
394 Central Avenue, 3rd Fl.
Jersey City, New Jersey
(201) 547-5156
Commitment to diversity: 5 points
Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), consistent with the City’s policies, should be described.

7.3 Response weights
For each of the above written response criteria, the committee will determine the extent to which the requirements are fulfilled. This will be scored from 0 to 2, as follows:

0 No requirements met
1 Some or most requirements met
2 All requirements met or exceeded

Each criterion will be weighted by the extent to which the requirements are met and the resultant scores totaled, with 220 being the highest possible score. Each evaluator will then rank the Respondents by total score and the top three respondents identified.

7.4 Final evaluation and report of committee
Based on the written proposal responses each evaluator will rank the Respondents. The Respondent whose proposal is ranked highest will be selected for the project. The highest possible score is 220.

The Committee will prepare a report listing of all Respondents that submitted proposals, ranking Respondents in order of evaluation, and recommending the selection of a Consultant, indicating the reasons why the Consultant was selected and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into the contract.

7.5 Contract award
A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq., and N.J.A.C. 5:34-9.4 (Competitive Contracting Law and Regulations) and is intended for a term of two years. If the City exercises all three renewal options, the term of the contract will be five years. The Municipal Council will vote to accept the proposal of a Consultant within 30 days of the receipt of proposals, except that the proposals of any Consultants who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

SECTION 8: GENERAL TERMS AND CONDITIONS
The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

8.1 City’s right to reject
The City reserves the right to reject any or all Proposals, if necessary, or to waive any informalities in the
Proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

8.2 Original/Authorized signatures
Each proposal and all required forms must be signed in ink by a person authorized to do so and/or notarized as indicated.

8.3 Delivery of proposals
Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Proposals, the City assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail.

8.4 Equal Employment Opportunity/Affirmative Action requirements
Consultants are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors 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 programs (good for one year from the date of the letter); or

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

The Respondent's attention is also called to Section 9 of this document which contains the required information and forms. For information on EEO/AA requirements and forms only, please contact:

Jeana F. Abuan
Affirmative Action Officer/Public Agency Compliance Officer
Department of Administration Office of Compliance
13 Linden Avenue
Jersey City NJ 07305
Tel. #201-547-4533
8.5 Business Registration Certificate
P.L. 2004, c. 57 (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. 40A:11-1 et seq.).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury. For more information on obtaining a BRC, see Section 9.

8.6 Clarification of RFP
Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

8.7 Indemnification
The Respondent, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

8.8 Insurance requirements
The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of $2,000,000 per occurrence and in aggregate; including Products & Completed Operations coverage.
- Workers Compensation with NJ statutory limits and Employer's Liability in the amount of $1,000,000.
- Automobile Liability in the amount of $1,000,000 combined single limit.
- Professional Liability in the amount of $1,000,000 per occurrence and in aggregate.
- Cyber Liability in the amount of $2,000,000 each incident and in aggregate.

8.9 Termination
In the event the performance by the Consultant of the services provided for under the agreement awarded through this RFP process is unsatisfactory to the City, the City agrees to notify the Consultant, and the Consultant agrees to within thirty (30) days rectify the unsatisfactory condition.
or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice being given, the City shall at its sole option be entitled to terminate the agreement awarded through this RFP process immediately upon written notice to the Consultant unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Consultant shall have commenced to rectify such unsatisfactory condition or performance within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Consultant was first notified thereof.
SECTION 9: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing’s review.

PROJECT: Prescription Drug Plan Audit and Analytics Consulting

RESPONDENT: ________________________________

<table>
<thead>
<tr>
<th>Item</th>
<th>Respondent Initials</th>
<th>Purchasing Review</th>
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</thead>
<tbody>
<tr>
<td>A. Non-Collusion Affidavit properly notarized</td>
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<tr>
<td>B. Statement of Ownership Disclosure*</td>
<td></td>
<td></td>
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<tr>
<td>C. Mandatory Affirmative Action Language</td>
<td></td>
<td></td>
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<tr>
<td>D. Americans with Disabilities Act</td>
<td></td>
<td></td>
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<tr>
<td>E. MWBE Questionnaire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. With Proposal or after notification of award, but prior to signing a Contract, submit photo copy of one of the following three documents:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. 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</td>
<td></td>
<td></td>
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<tr>
<td>b. Unexpired Certificate of Employee Information Report; or</td>
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<td></td>
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<tr>
<td>c. Employee Information Report (Form 302AA) if first time doing business with Jersey City.</td>
<td></td>
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</tr>
<tr>
<td>G. Business Registration Certificate</td>
<td></td>
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<tr>
<td>H. Original Signature(s) on all required forms.</td>
<td></td>
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</tr>
<tr>
<td>I. Acknowledgment of Receipt of Addenda.*</td>
<td></td>
<td></td>
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<tr>
<td>J. Disclosure of Activities in Iran Form.</td>
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</tbody>
</table>

CITY OF JERSEY CITY ss: ________________________________
CITY OF JERSEY CITY ss:

I certify that I am ____________________________________________

of the firm of ____________________________________________

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

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

(Signature of respondent) ____________________________________________

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY __________________________ OF 20 _______

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: ______________

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).
Appendix B: Certifications of Non-Conflict of Interest
City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Comprehensive Animal Control Services

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

__________________________
John G. McNally
Print Name

__________________________
10/23/2016
Signature
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at http://www.njleg.state.nj.us/. Click on “Statutes” and enter “40A:9-22.1” in the Search Box.
City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Audit Analytics Consulting Prescription Benefits Plan

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

[Signature]
Print Name

[Signature]
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at http://www.njleg.state.nj.us/. Click on “Statutes” and enter “40A:9-22.1” in the Search Box.
I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Mark Bunbury Jr.

Print Name

Mark Bunbury Jr. 10/23/18

Signature Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at http://www.njleg.state.nj.us/. Click on “Statutes” and enter “40A:9-22.1” in the Search Box.
Appendix C: Detailed Evaluation Spreadsheets
<table>
<thead>
<tr>
<th>Location</th>
<th>Milliman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does respondent understand the project requirements?</td>
<td>Respondent provided a comprehensive response. Did not price as a percent of savings. Did not provide PBM contract development as part of response.</td>
</tr>
<tr>
<td>Does response include 100% claims audit utilizing claims repricing at a prescription level?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include audit of AWP and ingredient cost guarantees (including specialty medications) in accordance with contract terms?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include 100% rebate guarantee audit in accordance with contract terms?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include complete audit recovery negotiation with PBM?</td>
<td>Yes, respondent commits to facilitate recovery negotiation between client and PBM.</td>
</tr>
<tr>
<td>Does response include PBM contract development and language negotiation?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include analysis of PBM RFP responses?</td>
<td>Yes</td>
</tr>
<tr>
<td>Is respondent pricing for services based on a percentage of savings as requested?</td>
<td>No</td>
</tr>
<tr>
<td>Additional Audit compliance Tests</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include comprehensive utilization analytics?</td>
<td>Yes. Provides some utilization feedback</td>
</tr>
<tr>
<td>Staffing - Actuarial</td>
<td>Yes</td>
</tr>
<tr>
<td>Qualifications and Experience</td>
<td>Qualified</td>
</tr>
<tr>
<td>Client References</td>
<td>Response includes out of state municipal clients. Includes no New Jersey municipal client.</td>
</tr>
<tr>
<td>Total Score</td>
<td></td>
</tr>
</tbody>
</table>

Fees Structure (based on 5 respondents): Fee may be higher if more than 5 respondents. Year 1 - $265,000, Year 2 - $125,000, Year 3 - $118,000 (not to exceed costs assume no more than five PBM respondents)

Scoring Criteria: Each section is ranked using a score of 0 to 5.
<table>
<thead>
<tr>
<th>Jersey City Bid # 1807 - 003 Request for Proposals for Audit Analytics Consulting for Prescription Drug Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PillarRx Consulting</strong></td>
</tr>
</tbody>
</table>

**Location**

Corporate Office: Milwaukee, WI

<table>
<thead>
<tr>
<th>Does respondent understand the project requirements?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondent provided a comprehensive response. Did not price as a percent of savings. Provided some reference to PBM contract development as part of response.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does response include 100% claims audit utilizing claims repricing at a prescription level?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does response include 100% rebate guarantee audit in accordance with contract terms?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does response include complete audit recovery negotiation with PBM?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, respondent commits to advocate for the City in its negotiation between client and PBM.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does response include PBM contract development and language negotiation?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes. Respondent indicates it will review the contract to identify future opportunities for savings.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does response include analysis of PBM RFP responses?</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is respondent pricing for services based on a percentage of savings as requested?</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Audit compliance Tests</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does response include comprehensive utilization analytics?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Staffing - Actuarial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuary not on staff but Respondent commits to having access to actuarial services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qualifications and Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client References</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response includes out of state municipal clients. Includes no New Jersey municipal client.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
</tr>
</tbody>
</table>

**Fees Structure**

Year 1: $106,000. Respondent did not specify a price for year 2 and year 3.

**Scoring Criteria:** Each section is ranked using a score of 0 to 5.
### Jersey City Bid # 1 807 - 003 Request for Proposals for Audit Analytics Consulting for Prescription Drug Plan

<table>
<thead>
<tr>
<th>Location</th>
<th>Corporate Office: Milwaukee, WI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does respondent understand the project requirements?</td>
<td>Respondent provided a comprehensive response. Respondent addressed all requirements.</td>
</tr>
<tr>
<td>Does response include 100% claims audit utilizing claims repricing at a prescription level?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include audit of AWP and ingredient cost guarantees (including specialty medications) in accordance with contract terms?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include 100% rebate guarantee audit in accordance with contract terms?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include complete audit recovery negotiation with PBM?</td>
<td>Yes, respondent commits to assist in recovery negotiation between client and PBM.</td>
</tr>
<tr>
<td>Does response include PBM contract development and language negotiation?</td>
<td>Yes, Respondent indicates it will integrate itself in the development of PBM language to identify inappropriate PBM pricing strategies</td>
</tr>
<tr>
<td>Does response include analysis of PBM RFP responses?</td>
<td>Yes</td>
</tr>
<tr>
<td>Is respondent pricing for services based on a percentage of savings as requested?</td>
<td>Yes</td>
</tr>
<tr>
<td>Additional Audit compliance Tests</td>
<td>Yes</td>
</tr>
<tr>
<td>Does response include comprehensive utilization analytics?</td>
<td>Yes. Provides utilization analytics</td>
</tr>
<tr>
<td>Staffing - Actuarial</td>
<td>Yes</td>
</tr>
<tr>
<td>Qualifications and Experience</td>
<td>Qualified</td>
</tr>
<tr>
<td>Client References</td>
<td>Response includes Out of state governmental clients and references. New Jersey municipal clients generally and will provide more specifics upon award.</td>
</tr>
<tr>
<td>Total Score</td>
<td>57</td>
</tr>
</tbody>
</table>

**Fees Structure**

Yr 1 - 15% of savings, Yr 2 - 15% of savings, Yr 3 - 15% of savings, not to exceed $500,000 Yr 1, $450,000 Yr 2, $400,000 Yr 3.

**Scoring Criteria:** Each section is ranked using a score of 0 to 5.
Resolution of the City of Jersey City, N.J.

Res. 18-1004

City Clerk File No. Aganda No. Approved: NOV 07 2018

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FC3 ARCHITECTURE + DESIGN LLC TO PREPARE A FORMAL COST ESTIMATE FOR SUBMITTAL TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

WHEREAS, the City of Jersey City (City), City Hall located at 280 Grove Street sustained damage to the lower level as a result of Superstorm Sandy; and

WHEREAS, the United States Department of Homeland Security Federal Emergency Management Agency (FEMA) requires a formal cost estimate to be submitted for potential funding; and

WHEREAS, the City is interested in the potential conversion of the existing, vacant fourth floor into approximately 20,000 SF of office space; and

WHEREAS, FEMA has expressed potential funding is available for such a conversion; and

WHEREAS, FC3 Architecture + Design LLC (FC3LLC) submitted the attached proposal dated August 3, 2018 in the amount of Sixteen Thousand Nine Hundred Fifty Dollars and Zero Cents ($16,950.00); and

WHEREAS, funding in the amount of Sixteen Thousand Nine Hundred Fifty Dollars and Zero Cents ($16,950.00) is available for this expenditure from:

Account # 04-215-55-116-990 Requisition # 0184881 P.O. # 131215 amount $16,950.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5(a)(1); 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-26.4; and

WHEREAS, FC3LLC 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
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FC3 ARCHITECTURE + DESIGN LLC TO PREPARE A FORMAL COST ESTIMATE FOR SUBMITTAL TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY, 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 FC3 LLC, to provide professional services for a total contract amount not to exceed Sixteen Thousand Nine Hundred Fifty Dollars and Zero Cents ($16,950.00);

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 Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(b);

4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;

5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

6. The Certification of Compliance with the City’s Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, [Signature] (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.

[Signature]

JRC: db

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.7.18

<table>
<thead>
<tr>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
<th>COUNCILPERSON</th>
<th>AYE</th>
<th>NAY</th>
<th>N.V.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RIDLEY</td>
<td>✓</td>
<td></td>
<td></td>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINZ-AREY</td>
<td>✓</td>
<td></td>
<td></td>
<td>YUN</td>
<td></td>
<td>✓</td>
<td></td>
<td>SOLOMON</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOGGIANO</td>
<td>✓</td>
<td></td>
<td></td>
<td>WATTERMAN</td>
<td>✓</td>
<td></td>
<td></td>
<td>LAVARRO, PRES.</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

✓ 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]
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 FC3 ARCHITECTURE + DESIGN LLC TO PREPARE A FORMAL COST ESTIMATE FOR SUBMITTAL TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION |

Project Manager

<table>
<thead>
<tr>
<th>Department/Division</th>
<th>Administration</th>
<th>Engineering, Traffic &amp; Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Joe Cunha</td>
<td>Chief Engineer</td>
</tr>
<tr>
<td>Phone/email</td>
<td>201-547-4411</td>
<td><a href="mailto:jcmha@jcnj.org">jcmha@jcnj.org</a></td>
</tr>
</tbody>
</table>

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 award a Professional Services Contract to FC3 Architecture + Design LLC to prepare a formal cost estimate for submittal to FEMA in order to qualify for potential funding. The cost estimate will detail necessary repairs following damage incurred during Superstorm Sandy. The cost estimate will also incorporate the conversion of the vacant fourth floor into approximately 20,000 SF of new office space.

Cost (Identify all sources and amounts)  Contract term (include all proposed renewals)

| 04-215-55-116-990 | $16,950.00       | Twelve (12) months             |

Type of award  Fair and Open

If “Other Exception”, enter type

Additional Information

FEMA has expressed the availability of funding for the conversion of the fourth floor in order to protect infrastructure from future damage.

I certify that all the facts presented herein are accurate.

[Signature]
Signature of Division Director  10/29/18  Date

[Signature]
Signature of Department Director  10/29/18  Date
MEMORANDUM

DATE: October 29, 2018
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Jose R. Cunha, Director of Engineering, Traffic and Transportation
SUBJECT: City Hall Flood Mitigation FEMA Estimate
City of Jersey City
Project No. 18-015-E
Resolution to Award Professional Services Agreement with FC3 Architecture + Design

The purpose of this resolution is to award a Professional Services Contract to FC3 Architecture + Design LLC to prepare a formal cost estimate for submittal to FEMA in order to qualify for potential funding. The cost estimate will detail necessary repairs following damage incurred during Superstorm Sandy. The cost estimate will also incorporate the conversion of the vacant fourth floor into approximately 20,000 SF of new office space.

FEMA has expressed the availability of funding for the conversion of the fourth floor in order to protect infrastructure from future damage.

Following are the sources of funding for this project:
1. Account No. 04-215-55-116-990 $16,950.00

Attached for your consideration is the Resolution authorizing the Professional Services Agreement to FC3 Architecture + Design LLC in the amount of Sixteen Thousand Nine Hundred Fifty Dollars and Zero Cents ($16,950.00) 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 FC3 ARCHITECTURE + DESIGN LLC, 9 KRISTEN COURT, HAMBURG, NJ 07419, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (City), City Hall located at 280 Grove Street sustained damage to the lower level as a result of Superstorm Sandy; and

WHEREAS, the United States Department of Homeland Security Federal Emergency Management Agency (FEMA) requires a formal cost estimate to be submitted for potential funding; and

WHEREAS, the City is interested in the potential conversion of the existing, vacant fourth floor into approximately 20,000 SF of office space; and

WHEREAS, FEMA has expressed potential funding is available for such a conversion; and

WHEREAS, FC3 Architecture + Design LLC (FC3 LLC) submitted the attached proposal dated August 3, 2018 in the amount of Sixteen Thousand Nine Hundred Fifty Dollars and Zero Cents ($16,950.00); 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 Professional Services at the Jersey City – City Hall, 280 Grove Street, Project No. 18-015-E.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated August 3, 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 August 3, 2018 in the amount of Sixteen Thousand Nine Hundred Fifty Dollars and Zero Cents ($16,950.00);
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. 18-015-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.

5
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

Indemnity

1. CONSULTANT shall indemnify and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.
ARTICLE VIII

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 IX

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 X**

**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 XI**

**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 XII

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 XIII

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 XIV

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 XV

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 XVI


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 XVII

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 XVIII**

**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

BRIAN D. PLATT
Business Administrator

Date: __________________________

ATTEST:

ROBERT BYRNE
City Clerk

Date: __________________________

ATTEST:

FC3 ARCHITECTURE + DESIGN

BY:

[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

10/29/2018
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ENCUMBERANCE FOR ENGINEERING CONSULTING SERVICES

PROPOSAL DATE: AUG. 3, 2018
FOR FORMAL COST ESTIMATE TO SUBMIT TO FEMA AS A RESULT OF THE SUPERSTORM WHICH DAMAGED THE LOWER LEVEL OF THE HISTORIC JC CITY HALL.

SCOPE OF BASIC SERVICES - NOT TO EXCEED $16,950.00

AMOUNT OF THIS REQUISITION - $16,950.00
FUNDING SOURCE: 2016 ENGINEERING / PROF SERVICES

Requisition Total 16,950.00

This Is Not A Purchase Order
August 3, 2018

Jose R. Cunha, P.E.,
C.M.E., C.P.W.M., C.R.P.
Director of Engineering
Division of Engineering,
Traffic and Transportation
Department of Administration
City of Jersey City
Municipal Services Complex
13-15 Linden Avenue East
Jersey City, NJ 07305

RE: City Hall - 280 Grove Street
Jersey City, NJ 07302

FC3 Project #1863

Dear Mr. Jose R. Cunha, P.E.,

As you are aware my team and I have extensive experience with public projects and are very excited to work with you and other city officials on this important project. We are pleased to have the opportunity to prepare the following proposal for your consideration.

Once an NTP and/or Purchase Order is issued, FC3 Architecture+Design, LLC (FC3LLC), shall assist you by providing the following professional consulting services at the above-referenced location:

**SCOPE OF BASIC SERVICES**

The Department of Administration requires a formal cost estimate to submit to FEMA officials as a result of a recent superstorm which damaged the lower level of the historic city hall facility located at the above-referenced address; FC3LLC will provide the following services associated with the relocation of approximately 20,000 SF of office space to the fourth-floor level of the building which is currently vacant:

1. Preliminary descriptive narrative of program and scope of work based on a conceptual design prepared by Others and based on our initial conversations and site visit meeting.

2. Preliminary building code review (excluding MEP) including barrier-free and fire protection.

3. Preliminary cost estimate based on program, scope of work, and building code review with detailed break-down by trade.
EXCLUSIONS:

Architectural/engineering design, working drawings, environmental, historical feasibility report, resilience report, site engineering, interior design, and/or any other scope of services on listed in “Scope of Basic Services” above.

FEE

Based on our experience with projects of similar size and scope we are anticipating the following allotment of hours to complete the services listed above:

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<th>Role</th>
<th>Rate</th>
<th>Hours</th>
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<tr>
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<tr>
<td>CAD/Production</td>
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<tr>
<td>Administrative Support</td>
<td>75</td>
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Not to Exceed Fee $16,950

PROPOSED PROJECT SCHEDULE:

Week 1  City issues Purchase Order and/or Notice to Proceed to FC3LLC
Week 2  FC3LLC prepares narrative of scope of work and preliminary code analysis
Week 3  FC3LLC prepares preliminary cost estimate
Week 4  FC3LLC internal review of draft report (scope of work, code and cost estimate)
Week 5  FC3LLC meets with city officials to discuss first draft
Week 6  FC3LLC updates and finalizes report based on meeting
Week 7  FC3LLC meets with city officials to review report; Submit final report (electronic)

BILLABLE RATES & REIMBURSABLE EXPENSES

<table>
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<th>Rate</th>
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<tr>
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<tr>
<td>Regular Mail / Overnight Mail</td>
<td>Actual Cost x 1.5</td>
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PROPOSED PAYMENT SCHEDULE:

Invoices will be provided for your review and acceptance as the services are provided (assume 25%, 50%, 75% and 100% completion). Payment is due within 30 calendar days.

Please Note: Reimbursable expenses and additional time for services not included above will be billed hourly unless other arrangements are made.

Please note:

This proposal is valid for (10) business days and if accepted by the Owner shall be the only Agreement between the Owner and the Architect, FC3LLC. Any amendments to this Agreement shall be in writing and signed by both parties. In the event of a dispute between the Owner and the Architect, any claims for damages against the Architect related to the services provided by the Architect shall be limited to the payment received by FC3LLC pursuant to this Agreement.

We will begin promptly with the issuance of an NTP and/or Purchase Order.

Thank you for the opportunity to work with you on this important project!

Respectfully Submitted,

FC3 ARCHITECTURE+DESIGN, LLC
Certificate of Authorization NJ # AC-581

Frank Cunha III, AIA, NCARB
Principal, Registered Architect

ENCL

CC: 1863 Project File
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<th><strong>Taxpayer Name:</strong></th>
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</tr>
<tr>
<td><strong>Address:</strong></td>
<td>9 KRISTEN COURT</td>
</tr>
<tr>
<td></td>
<td>HAMBURG, NJ 07419-9630</td>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>August 17, 2018</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>August 20, 2018</td>
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STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE

FC3 ARCHITECTURE+DESIGN, LLC
0600254921

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for FC3 ARCHITECTURE+DESIGN, LLC was submitted on 12/31/2017 for the year: 2017

Registered Agent and Office
FRANK CUNHA III
9 KRISTEN COURT
HAMBURG, NJ 07419-9630

Main Business Address
9 KRISTEN COURT
HAMBURG, NJ 07419-9630

Principal Business Address
9 KRISTEN COURT
HAMBURG, NJ 07419-9630

Officers and Directors
CHIEF EXEC. OFFICER (CEO)
FRANK CUNHA
9 KRISTEN COURT
HAMBURG, NJ 07419

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, this 31st day of December, 2017

[Signature]
Elizabeth Maher Muoio
Acting State Treasurer

Certificate Number: 2305351853
Verify this certificate online at https://www1.state.nj.us/TTR_StandingCert/JSF/Verify_Cert.jsp
STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING  

FC3 ARCHITECTURE+DESIGN, LLC  
0600254921  

I, the Treasurer of the State of New Jersey, do hereby certify that the 
above-named New Jersey Domestic Limited Liability Company was 
registered by this office on December 9, 2005.  

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

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

Frank Cunha III  
9 Kristen Court  
Hamburg, NJ 07419 9630  

IN TESTIMONY WHEREOF, I have 
hereunto set my hand and affixed my 
Official Seal at Trenton, this 
2nd day of April, 2014  

Andrew P. Sidamon-Eristoff  
State Treasurer  

Verify this certificate at  
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp
APPLICATION FOR AUTHORITY OF

FC3 ARCHITECTURE+DESIGN, LLC

(Inset name of Foreign Professional Service Limited Liability Company)

Under Section 1306 of the Limited Liability Company Law

Filed by: FRANK CUNHA, III
(Name)

9 KRISTEN COURT
(Mailing address)

HAMBURG, NJ 07419
(City, State and ZIP code)

NOTE: This form was prepared by the New York State Department of State for filing an application to form a foreign professional service limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.

The Department of State recommends that legal documents be prepared under the guidance of an attorney. A certificate must be submitted with a $200 filing fee made payable to the Department of State.

11 APR 14 2014

APR 14 2014

Page 3 of 3
NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am ________________________________

CEO / Principal

of the firm of ________________________________

FC3 Architecture + Design, LLC

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

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

(Signature of respondent)

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY ____________________________

(Aug 8th) of 20__

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 2020 ________________

Dec 22

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

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<th>FC3 Architecture + Design, LLC</th>
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<td>20-4349256</td>
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<tr>
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<td>Hamburg, NJ 07419</td>
</tr>
<tr>
<td>TEL/EXT #:</td>
<td>(201) 681-3551</td>
</tr>
<tr>
<td>FAX #:</td>
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**VENDOR CONTACT/AUTHORIZED REP NAME:**

<table>
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<tr>
<th>PRINT NAME:</th>
<th>Frank Cunha III</th>
</tr>
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<tr>
<td>SIGNATURE:</td>
<td>[Signature]</td>
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<tr>
<td>CONTACT #:</td>
<td>(201) 681-3551</td>
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<td>FAX #:</td>
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<tr>
<td>EMAIL:</td>
<td><a href="mailto:fcunha@fc3arch.com">fcunha@fc3arch.com</a></td>
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**PAYMENT/REMITTANCE ADDRESS:**

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<th>Frank Cunha III</th>
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<td>STREET ADDRESS:</td>
<td>9 Kristen Court</td>
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<tr>
<td>EMAIL:</td>
<td><a href="mailto:fcunha@fc3arch.com">fcunha@fc3arch.com</a></td>
</tr>
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**DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:**

- Professional Services
- Architectural Design and Consulting
- Code Review
- Construction Management
- Project Management

**EEO/AFFIRMATIVE ACTION (Please select and provide the state's certification):**

- ☐ MBE (Minority-Owned)
- ☐ LGBTQ
- ☐ VBE (Veteran)
- ☑ Caucasian/White
- ☐ African American/Black
- ☐ PWD (Disabled)
- ☐ Hispanic/Latino
- ☐ SBE (Small Business)
- ☐ Asian/Pacific Islands
- ☐ MWBE (Women-Owned)
- ☐ Native American/Indian

**NON-PROFIT?**

- ☐ Yes (Include non-profit certification)
- ☑ No

**PLEASE SELECT IF ACTIVELY PARTICIPATING IN ANY CONTRACTS BELOW**

- ☐ State Contract
- ☐ WSCA/NASPO
- ☐ GSA
- ☐ US Communities
- ☐ NIPA/TCPN
- ☐ NCPA
- ☐ PEPMM
- ☐ TIPS
- ☐ NPP Gov
- ☐ NJPA
- ☐ MRES/CESCNJ
- ☐ KPN
- ☐ HGAC-Buy
- ☐ Other
- ☐ Contract #

**CITY EMPLOYEE REQUESTING VENDOR NUMBER:**

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<th>[Signature]</th>
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<tbody>
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<td>EXT:</td>
<td>[Ext. Number]</td>
</tr>
</tbody>
</table>

**PURCHASING DIVISION USE ONLY**

| VENDOR NO. ISSUED BY: | TITLE: | DATE: | VENDOR NUMBER ASSIGNED: | BRC (Business Registration Certificate) #: |

*(THE W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED WITH THIS FORM. TO APPLY FOR A BUSINESS REGISTRATION CERTIFICATE, CALL 609-292-9292 OR GO TO HTTP://WWW.NJ.GOV/GOV/TEASURY/REVENUE/BUSREGCERT.SHTML)*
EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform 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 ensure 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/budget/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. 10:5-21 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 company’s bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-21 and N.J.A.C. 17:27.

Representative’s Name/Title (Print)  Frank Guarino III / CEO / Principal
Representative’s Signature: ______________________________
Name of Company: FC3 Architecture + Design, LLC
Tel. No.: (201) 891-3551 Date: August 8, 2018
APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the ___________________ (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: Frank Cunea III CEO/Principal
Representative's Signature: ____________________________
Name of Company: ____________________________
Tel. No.: (201) 681-3551 Date: August 8, 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:  

Address: 

Telephone No.: 

Contact Name:

Please check applicable category:

[ ] Minority Owned Business (MBE)  [ ] Minority & Woman Owned Business (MWBE)

[ ] Woman Owned business (WBE)  [x] 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: FC3 Architecture + Design, LLC
Address: 9 Kristen Court, Hackensack, NJ 07419
Telephone No.: (201) 681-3551
Contact Name: Frank Cunha 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
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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
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: FC3 Architecture + Design, LLC
Address: 9 Kristen Court
City: Hamburg State: NJ Zip: 07419

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: Frank Cunha III
Printed Name: Frank Cunha III
Title: CEO / Principal

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.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
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.

<table>
<thead>
<tr>
<th>Full Name (Print):</th>
<th>Frank Cunha III</th>
<th>Title:</th>
<th>CEO / Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
<td>Date:</td>
<td>August 8, 2018</td>
</tr>
</tbody>
</table>

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY __________

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Nina Razzak

NOTARY PUBLIC OF NINA RAZZAK

MY COMMISSION EXPIRES: 2020

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).
STATEMENT OF OWNERSHIP DISCLOSURE


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: FC3 Architecture + Design, LLC
Organization Address: 9 Kristen Court Hamburg NJ 07419

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)
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 publicly 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.

<table>
<thead>
<tr>
<th>Website (URL) containing the last annual SEC (or foreign equivalent) filing</th>
<th>Page #’s</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</th>
<th>Home Address (for Individuals) or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
**Name of Individual or Business Entity** | **Home Address (for Individuals) or Business Address**
--- | ---
Frank Cunha III | 9 Kristen Court, Hamburg, NJ 07419
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 FC3 Architecture + Design, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 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 FC3 Architecture + Design, 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: FC3 Architecture + Design, LLC

Signed: [Signature] Title: CEO / Principal

Print Name: Frank Conha III Date: August 8, 2018

Subscribed and sworn before me this 8th day of August, 2018.

My Commission expires: Dec 22, 2020

NINA RAZZAK
Notary Public
State of New Jersey
My Commission Expires Dec 22, 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.**
“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.”
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 to the governing body in any of the following named candidate committees, joint candidates committees, or political party committees representing the elected officials of the "name of entity of elected officials" as defined pursuant to N.J.S.A. 19:44A-19). (p) (q) and (r).

Steven Fulop for Mayor 2017
Lavaro for Councilman
Friends of Joyce Watterman
Friends of Daniel Rivera
Ridley for Council

Mia Ping-Atley for Council
Friends of Richard Bogiano
Michael Yun for Council
Solomon 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
☐ Joint Venture ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder: Frank Cunha III
Home Address: 9 Kristen Court, Hamburg, NJ 07419

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

Name of Business Entity: ECD Architecture + Design, LLC
Signature of Affiant: [Signature]
Title: CEO/Principal
Notarial Affiant: Frank Cunha III
Date: August 8, 2018

Subscribed and sworn before me this __ day of
Aug 6th, 2013
My Commission expires: Dec 22, 2020

(Witnessed or attested by)

Nina Razik
Notary Public
State of New Jersey
My Commission Expires Dec 22, 2020
# Employee Information Report

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

## SECTION A - COMPANY IDENTIFICATION

<table>
<thead>
<tr>
<th>EIN or Social Security</th>
<th>Type of Business</th>
<th>No. Employees in Entire Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-4349256</td>
<td></td>
<td>1</td>
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</tbody>
</table>

FC3 Architecture + Design, LLC  
9 Kristen Court, Hamburg, Sussex, NJ 07419

## SECTION B - EMPLOYMENT DATA

### All Employees

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals</td>
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<td></td>
<td></td>
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<tr>
<td>Technicians</td>
<td></td>
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<tr>
<td>Sales Workers</td>
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<td></td>
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<tr>
<td>Office &amp; Clinical</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Craftworkers (skilled)</td>
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<td></td>
<td></td>
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<tr>
<td>Operations (Semi-skilled)</td>
<td></td>
<td></td>
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<tr>
<td>Laborers (Non-Construction)</td>
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<td></td>
<td></td>
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<tr>
<td>Service Workers</td>
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<tr>
<td><strong>Total</strong></td>
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### Permanent Full-time Employees

<table>
<thead>
<tr>
<th>Race</th>
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<th>Female</th>
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<tbody>
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<td>NON</td>
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<td>BLACK</td>
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<tr>
<td>HISPANIC</td>
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<tr>
<td>OTHER</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
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</tr>
</tbody>
</table>

### Temporary Part-time Employees

The data below shall not be included in the figures for the appropriate categories above.

### Dates of Payroll Period

- **End Date:**  
  - **Begin Date:**

### Number of Persons Completing this Report

**Frank Cunha III**  
CEO / Principal  
08.08.2019

9 Kristen Court, Hamburg, Sussex, NJ 07419  
Phone: 201-681-3551
W-9

Form 
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requestor. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FC3 Architecture + Design

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).
- Other (see instructions)

4 Exceptions (codes apply only to certain entities, not individuals; see instructions on page 3):
- Exempt payee code (if any)
- Exemption from FATCA reporting code (if any)

Part I - Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidance on whose number to enter.

Part II - 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 U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here
Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.
- Form 1099-INT (interest earned or paid)
Certificate Validation

The certificate number you entered is valid. ANNUAL REPORT FILED ON NIC SYSTEM for FC3 ARCHITECTURE+DESIGN, LLC NJ 10-digit ID 0600254921 was issued on 12/31/2017 using the NICUSA system under certificate number 2305351853. At this date, the entity's status was: ACTIVE

You may validate any certificate that is issued by the Division and that contains a validation number under the printed seal of the State of New Jersey. For validation of a Certificate of Authority you will need to use the Document Locator Number. This application is not available for any certificate which contains a gold embossed seal.

* Enter the Validation Number shown on the bottom left of the Certificate you are seeking to validate.