

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

City Clerk File No. Res. 10-397  
 Agenda No. 10.A  
 Approved: JUN 23 2010  
 TITLE:



## RESOLUTION AUTHORIZING FISCAL YEAR 2010 APPROPRIATION TRANSFERS

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

**RESOLVED**, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following FY 2010 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

	From	To
23-220 Empl.Group Health Ins.	250,000	
31-431 Mun.St. Lighting		250,000
28-375 Parks Maintenance	50,000	
26-291 Buildings and Streets	50,000	
26-315 Automotive Services		100,000
<b>TOTAL</b>	<b>350,000</b>	<b>350,000</b>

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

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-398

Agenda No. 10.B

Approved: JUN 23 2010

TITLE:



## RESOLUTION ESTABLISHING PETTY CASH FUNDS AND APPOINTING CUSTODIANS FOR VARIOUS DEPARTMENTS AND DIVISIONS FOR FISCAL YEAR 2011

**WHEREAS**, pursuant to N.J.S.A. 40A:5-21, the following individuals are appointed as custodians and the respective Department/Division petty cash funds are established for fiscal year 2011;

ACCOUNTS & CONTROL	Carol Bullock	\$200.00
BUSINESS ADMINISTRATOR'S OFFICE	Wilneyda Luna	\$200.00
CITY CLERK	Sean Gallagher	\$300.00
CITY COUNCIL	Rachael Riccio	\$200.00
CITY PLANNING	Robert Cotter	\$200.00
COMMUNITY DEVELOPMENT	Milagros Smith	\$200.00
ECONOMIC OPPORTUNITY	Judi Sass	\$200.00
ENGINEERING	Ruth Gonzalez	\$200.00
FIRE DEPARTMENT	Joan Bailey	\$200.00
FIRE PREVENTION	Edward Mike	\$200.00
HEALTH AND HUMAN SERVICES	Elizabeth Castillo	\$200.00
HOUSING, ECONOMIC DEV. & COMMERCE	Denise Jefferson	\$200.00
LAW DEPARTMENT	Monique Snow	\$1000.00
MAYOR'S OFFICE	JoAnne Eichenbaum	\$1000.00
MUNICIPAL COURT	Wendy Razzoli	\$200.00
POLICE DEPARTMENT	Joseph Iwuala	\$200.00
PUBLIC WORKS	Silendra Bajnauth	\$200.00
PURCHASING DIVISION	Kathy McGuirl	\$100.00
RECREATION	Cynthia Blue	\$200.00
TAX ASSESSOR'S OFFICE	Michele Hennessey	\$200.00

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the above-mentioned employees be and are hereby appointed custodians of petty cash funds for various departments/divisions of the City of Jersey City. These petty cash funds have been established in accordance with the Rules and Regulations of the Divisions of Local Government Services and shall not exceed the stated amounts.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

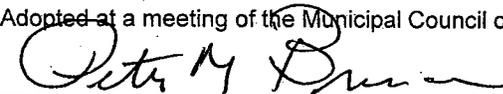
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-399

Agenda No. 10.C

Approved: JUN 23 2010



**TITLE: RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO PREVIOUS APPROVALS BY SAID BOARD**

**WHEREAS**, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") desires to adopt a bond ordinance providing for the acquisition of real property by the City (the "Ordinance") which also provides for the issuance of one or more series of general improvement bonds of the City and notes in anticipation thereof, in order to finance various capital purposes of the City; and

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

**WHEREAS**, the Municipal Council of the City desires to make application to the Local Finance Board for its approval of the adoption of the Ordinance and the capital authorizations contained therein, and

**WHEREAS**, the City believes that:

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

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

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

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

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

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

City Clerk File No. Res. 10-399

Agenda No. 10.C

TITLE: JUN. 23 2010

**RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO PREVIOUS APPROVALS BY SAID BOARD**

APPROVED: *Donna Mack, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSTAINED			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-400  
 Agenda No. 10.D  
 Approved: JUN 23 2010  
 TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 201 FREEMAN AVENUE A/K/A BLOCK 1653, LOT 135

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

**WHEREAS**, on April 28, 2005, William and Angelica Jackson (Borrowers) executed a second mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the HORP Program; and

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

**WHEREAS**, the mortgage affects property known as 201 Freeman Avenue, Jersey City, also known as Lot 135 in Block 1653; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of the Mortgage of William and Angelica Jackson in the sum of \$6,000.00 affecting 201 Freeman Avenue, Jersey City, also known as Lot 135 in Block 1653.

IW/kn  
5-20-10

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

APPROVED AS TO LEGAL FORM

APPROVED: *Michael...*  
 Business Administrator

*[Signature]*  
 Corporation Counsel

201089

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-401

Agenda No. 10.E

Approved: JUN 23 2010



TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE MORRIS CANAL REDEVELOPMENT AREA BROWNFIELD INVENTORY**

**Council adoption of the following resolution:**

**offered and moved**

**WHEREAS**, in March of 1999 the Municipal Council of the City of Jersey City adopted the Morris Canal Redevelopment Plan (formerly known as the Garfield - Lafayette Redevelopment Plan) which plan was subsequently amended from time to time; and

**WHEREAS**, the Morris Canal Redevelopment Plan Area is approximately a 390 acre district that encompasses city streets and over 1,200 parcels of industrial, commercial, park and residential land; and

**WHEREAS**, on June 1, 2006 the Association of New Jersey Environmental Commission awarded the City of Jersey City a Brownfields Inventory Grant in the amount of \$15,000.00 to develop a Brownfields Inventory and Resource Guide, among other tasks; and

**WHEREAS**, as a condition of the City receiving the grant from ANJAC, certain obligations needed to be addressed which included but were not limited to: conducting research of the sites, compiling the information in catalog form, developing an environmental resource guide for distribution to area residents and participating in public/community meetings relating to the inventory; and

**WHEREAS**, the Jersey City Redevelopment Agency undertakes and carries out the goals and objectives of Redevelopment Plans adopted by the Municipal Council; and

**WHEREAS**, on February 28, 2007 the City entered into a sub-grantee agreement with the Jersey City Redevelopment Agency for the implementation and completion of the tasks identified in the Grant; and

**WHEREAS**, the Jersey City Redevelopment Agency in conjunction with Jersey City staff members have met these obligations and compiled the Morris Canal Redevelopment Area "Brownfields Inventory" attached hereto and made a part hereof; and

**WHEREAS**, it is deemed appropriate that the Brownfields Inventory be adopted by the Municipal Council of the City of Jersey City to assist the City in the cleanup and redevelopment of sites that are obsolete, abandoned, contaminated and in need of remediation; and

**WHEREAS**, adoption of this resolution will ensure that urban brownfield redevelopment continues to move forward at a level that meets the highest standard and provides remediated land for housing, businesses and recreation for the residents of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Morris Canal Redevelopment Area - Brownfield Inventory, in the form attached is hereby adopted.

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-402  
 Agenda No. 10.F  
 Approved: JUN 23 2010  
 TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH  
 NAMS DEVELOPERS, INC. FOR THE USE OF CITY OWNED  
 PROPERTY LOCATED AT BLOCK 1931 LOTS 3.A, 3.B, 4.A  
 LOCATION 642-644-646 COMMUNIPAW AVENUE**

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

**WHEREAS**, the City of Jersey City is the owner of Block 1931 Lots 3.A, 3.B, 4.A Address 642-644-646 Communipaw Avenue; and

**WHEREAS**, Nams Developers, Inc. has been utilizing said properties for the purpose of storing construction materials and general construction staging activities since July 2, 2009; and

**WHEREAS**, as per the attached letter from Mr. Charles J. Harrington attorney for Nams Developers, Inc. he is requesting that is client be granted an extension for an additional six (6) months commencing on June 4, 2010 and ending December 4, 2010, and

**WHEREAS**, Nams Developers, Inc. will fully indemnify and defend the City and insure the City for any damages or injuries arising from its use of the Property; and

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

1. Execute an Amended License Agreement granting permission to Nams Developers, Inc. to enter onto 642-644-646 Communipaw Avenue owned by the City of Jersey City from June 4, 2010, for six (6) months expiring on December 4, 2010.
2. The Amended License Agreement shall be in substantially the form attached, subject to such modification or additional terms and conditions as the Business Administrator and Corporation Counsel deem necessary and appropriate; and
3. Take such other actions as may be necessary to effectuate the purposes of the agreement.

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM  
 Ann Marie Miller, Real Estate Manager  
 APPROVED: [Signature]  
 Business Administrator Corporation Counsel

№ 201084

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne  
 Robert Byrne, City Clerk

**CONNELL FOLEY LLP  
ATTORNEYS AT LAW**

**HARBORSIDE FINANCIAL CENTER  
2510 PLAZA FIVE  
JERSEY CITY, N.J. 07311-4029  
(201) 521-1000  
FAX: (201) 521-0100**

**ROSELAND OFFICE  
85 LIVINGSTON AVENUE  
ROSELAND, N.J. 07068-3702  
(973) 535-0500  
FAX: (973) 535-9217**

**NEW YORK OFFICE  
888 SEVENTH AVENUE  
NEW YORK, N.Y. 10106  
(212) 262-2390  
FAX: (212) 262-0050**

**PHILADELPHIA OFFICE  
1500 MARKET STREET  
PHILADELPHIA, PA 19102  
(215) 246-3403  
FAX: (215) 685-5727**

JOHN A. FINDER (1969)  
GEORGE W. CONNELL (2005)  
ADRIAN M. FOLEY, JR.  
GEORGE J. KENNY  
KENNETH F. KUNZMAN  
SAMUEL D. LORD  
RICHARD D. CATINACCI  
RICHARD J. MADOLATO  
PETER D. MANAHAN  
JOHN B. MURRAY  
MARK L. FEUER  
KEVIN J. COAKLEY  
WILLIAM H. GRAHAM  
THOMAS S. COSMA  
KATHLEEN S. MURPHY  
PATRICK J. MAURLEY  
PETER J. PIZZI  
KEVIN R. GARDNER  
ROBERT E. RYAN  
MICHAEL X. MCBRIDE  
JEFFREY W. MORVAN  
JOHN K. BONNITT  
PETER J. SMITH  
BRIAN C. STELLER  
PHILIP F. MCCOVERY, JR.  
KAREN FAINTER RANDALL  
LIZA M. WALSH  
JOHN P. LACEY  
TIMOTHY E. CORRISTON  
ERNEST W. SCHOLIKOFF  
PATRICK J. HIGHERS  
JAMES C. MCCANN  
JOHN D. CROOME  
ANGELA A. TUSO  
GLENN T. DYER

WILLIAM T. MCGLOIN  
BRENDAN JUDGE  
CHARLES J. HARRINGTON III  
DAREN S. MCNALLY  
STEPHEN V. FALANCA  
JEFFREY L. O'HARA  
TRICIA O'REILLY  
ANTHONY F. VITIELLO  
MARC D. RAEPER  
JONATHAN P. MCHENRY  
JAMES P. RHATICAN  
MATTHEW W. BAUER  
BRAD D. SHALIT  
W. NEVIN MCCANN  
THOMAS J. O'LEARY  
MITCHELL W. TARASCHI  
BARBARA M. ALMEIDA

**COUNSEL**  
JOHN W. EGSELL  
JOHN B. LA VECCHIA  
FRANCIS S. SCHILLER  
EUGENE P. SCHEIC  
NOEL D. HINDREYS  
ANTHONY ROMANO II  
STEVE BARNETT  
KARIN I. SPALDING  
JOY ANNE HUDSON  
CORNELIUS J. O'REILLY  
RICHARD A. JAGEN  
NANCY A. SKIDMORE  
THOMAS M. SCHIDER

ELIZABETH M. TRANTINA  
M. TREVOR LYONS  
CRAIG S. DEMARESKI  
ELIZABETH W. EATON  
JOSEPH M. MURPHY  
JASON E. MARK  
MICHAEL A. SHADACK  
OWEN C. MCCARTHY  
PATRICIA A. IER  
DOUGLAS J. SHORR  
JAMES M. MERENDINO  
MICHELE T. TANTALLA  
AGNES ANTONIAN  
BRYAN P. COUCH  
GREGORY E. PETERSON  
HECTOR D. RUIZ  
NEIL V. MODY  
ROBERT A. VERDEBELLO  
MICHAEL J. ACKERMAN  
MELISSA A. ZAWADZKI  
MEGHAN C. GOODWIN  
MATTHEW S. SCHULTZ  
JENNIFER C. CRITCHLEY  
PATRICK S. BRANNIGAN  
MATTHEW I. GENNARO  
DANIELA R. DANICO  
DANIA BILLINGS MURPHY  
CHRISTINE I. CANNON  
PHILIP W. ALLOGRAMENTO III  
CATHERINE C. BRYAN  
JAMES C. HAYNE  
LAURIE B. KACHONICK  
MICHAEL D. RIDENOUR  
MEGAN M. ROBERTS  
ANDREW C. SATLER  
STEPHEN D. KESSLER  
CHRISTOPHER ABATEMARCO  
AARON M. BENDER  
WILLIAM D. DEVEAU  
DANIEL B. KESSLER  
CONOR F. MURPHY  
MEGHAN B. BARRETT  
RICHANAH L. LICHARI  
NICOLE B. DORY  
PATRICK E. DURING  
CHRISTIAN J. JENSEN  
JOSEPH A. VILLANI JR.  
LEE B. WILSON  
ANDREW B. BUCKMAN  
E. KEVIN VOLZ  
BETH A. FERLICCHI  
JENNIFER E. CONSTANTINO  
CHRISTOPHER M. HENRICK  
SUSAN KWIAKOWSKI  
MONICA LEOP  
MELISSA D. LOPEZ  
NEHA BANSAL

PLEASE REPLY TO JERSEY CITY, N.J.

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN PENNSYLVANIA

WRITERS DIRECT DIAL

May 28, 2010

**Via Facsimile (201-547-5711) & Regular Mail**

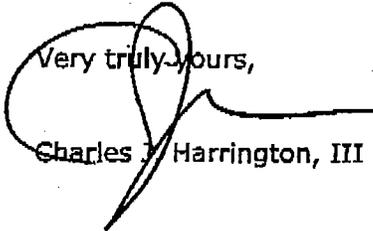
Ann Marie Miller  
Real Estate Manager  
City of Jersey City  
Real Estate Office  
280 Grove Street  
Jersey City, New Jersey 07302

**Re: License Agreement between  
Nams Developers, Inc. and the City of Jersey City  
642-644-646 Communipaw Avenue, Jersey City, New Jersey**

Dear Ms. Miller:

In response to your letter dated May 26, 2010 regarding the above, I respectfully request that the above License Agreement be extended for an additional six (6) months.

Thank you.

Very truly yours,  
  
Charles J. Harrington, III

CJH:ga

cc: Nams Developer, attn: Mohan Myneni, via e-mail, no encl.

**AMENDED LICENSE AGREEMENT**

This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of the New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and **NAMS DEVELOPERS, INC.**  
Attn: Mohan Myneni, 682 Highway 440, Jersey City, New Jersey 07304 [ Licensee]

**WITNESSETH** that:

1. The City is the owner of certain property located at Block 1931 Lots 3.A ,3.B & 4.A  
Location 642-644-646 Communipaw Avenue .
2. The Licensor agrees to grant the Licensee, the right to use and access 642-644-646  
Communipaw Avenue for the purpose of storing construction materials, and general  
construction staging activities.
3. This License is for six months expiring on December 4, 2010.
4. The City agrees to permit Licensee or its duly designated agents, servants, employees,  
contractors or invitees, to enter onto the City Property for the purposes set forth above of and  
for no other purpose whatsoever.
5. No permanent improvements are permitted on the City Property.
6. Licensee shall defend, indemnify, save and hold harmless the City from any and all  
accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages  
whatsoever including but not limited to any environmental damage or claims caused or  
exacerbated by the use of the Property, arising by reason of this Agreement or the use of the  
Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, or on  
or about the Property during the terms of this agreement, whether the use of the Property is

within or outside the scope of the above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

7. Licensee agrees to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

8. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the City Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

9. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the property, at no cost of the City of Jersey City.

10. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License.

No other persons are to speak or act for Licensee.

11. All Notices between the parties hereto shall be address and delivered

to the following:

City: City of Jersey City  
Office of Real Estate  
Room B10 City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Licensee: Mohan Myneni  
Nams Developers, Inc.  
682 Highway 440  
Jersey City, New Jersey 07304

12. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

13. Licensee shall at its own cost and expense, restore the property to the same condition it was in prior to the commencement date of this License to the reasonable satisfaction of the City .

14. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

15. Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reasons or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

16. The City reserves the right to terminate the License at any time during the term hereof with or without cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon (10) days prior written notice to Licensee

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the

date above written.

**ATTEST:**

**CITY OF JERSEY CITY**

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

\_\_\_\_\_  
John Kelly  
Business Administrator

**WITNESS:**

**NAMS DEVELOPERS, INC.**

\_\_\_\_\_  
Mohan Myneni

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

City Clerk File No. Res. 10-403

Agenda No. 10.6

Approved: JUN 23 2010

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2010**

COUNCIL  
following resolution:

offered and moved adoption of the

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City a Community Services Block Grant (No. 2009-05235-0357) of \$914,992.00 for October 1, 2008 through September 30, 2010; and

**WHEREAS**, as noted in resolution number 09-051 approved on January 29, 2009, the City anticipated receiving \$914,992 in CSBG funds for FY2008 – 2010; and

**WHEREAS**, the City's allocation for FY2008 – 2010 was increased by \$43,664.00 to receive a full allocation of \$958,656.00; and

**WHEREAS**, an unobligated balance of \$15,000.00 is available in the FY2008-2010 CSBG account; and

**WHEREAS**, in addition to the unallocated balances of \$15,000.00 and \$43,664.00, the City is desirous of reallocating \$7,693.69 and \$674.47 in funds previously committed to Christ the King Community Development Corporation and the American Institute for Social Justice, Inc., respectively, thus reducing their allocation from \$15,000.00 to \$7,306.31 and \$15,000.00 to \$14,325.53, respectively, for failure to drawdown on allocated funds in a timely manner; and

**WHEREAS**, the City also has an available balance of \$23,000.00 due to the cancellation of the Liberty Science Center Integrating Science Into Afterschool program; and

**WHEREAS**, as a result of the above referenced modifications a total of \$90,032.16 is available for reprogramming; and

**WHEREAS**, the Division of Community Development (DCD) issued a request for proposals for summer youth programs that are designed to address summer employment opportunities, summer youth recreation, and youth development programs; and

**WHEREAS**, the DCD received proposals as described on the attached list in response to the RFP and has recommended projects for funding based on need and capacity of organization to expend funds by the September 30, 2010 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 amend program contracts and enter into contracts under the Community Services Block Grant and to execute amendments and modification to agreements during the fiscal year as noted below.

City Clerk File No. Res. 10-403

Agenda No. 10.6

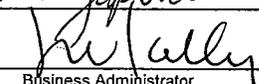
TITLE: **JUN 23 2010**

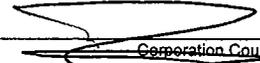
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2010**

Agency	Reallocated Amount	Account No.	P.O. #
JCHA Tenant Affairs Board	\$15,985.16	40-002-851	100324
New City Kids	\$20,000.00	40-902-506/40-002-506	100325/6
NJ Action 21	\$10,000.00		100327
Urban League of Hudson County (Junior Tennis Program Camp)	\$7,947.00	40-002-990	100328
Urban League of Hudson County (Ready to Work)	\$13,000.00	40-002-991	100329
Urban League of Hudson County (Rest, Relax and Respect)	\$3,100.00	40-002-992	100330
WomenRising	\$15,000.00	40-902-924/40-002-924	100331/33
Youth Music Group	\$5,000.00	40-002-993	100332
<b>Total</b>	<b>\$90,032.16</b>		

I, Donna Mauer, hereby certify that sufficient funds totaling \$90,032.16 are available in the above referenced accounts.

  
 Donna Mauer  
 Chief Financial Officer

APPROVED:   
 APPROVED:   
 Business Administrator

 APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required   
 Not Required

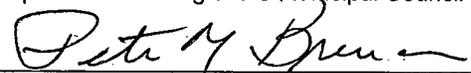
APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

2010-2011 USBG SUMMER TOWNSHIP PROGRAM APPLICATIONS

APPLICANT NAME AND ADDRESS	PROJECT DESCRIPTION	WARD*	AMOUNT REQUESTED	RESOURCES	COMMENTS
1 Boys & Girls Club of H.C. (Career Launch) 1 Canal Street Jersey City, NJ 07302 Contact: Gary Greenberg, Exec. Dir. Phone: 201-333-4100 ext. 302 Email: ggreenberg@bgchc.org	Career exploration and mentoring program for youth ages 13-18	E	\$ 35,750.00	\$0	Recommending funding from a private source.
2 Boys & Girls Club of H.C. (Money Matters: Make It Count) 1 Canal Street Jersey City, NJ 07302 Contact: Gary Greenberg, Exec. Dir. Phone: 201-333-4100 ext. 302 Email: ggreenberg@bgchc.org	Program uses interactive activities and exercises to educate teens, ages 13 to 18 on the various aspects of financial literacy, including managing a checking account, budgeting, saving, investing and paying for college	E	\$ 20,250.00	\$0	Recommending collaborations with local banks to provide services.
3 JCHA Tenant Affairs Board (Summer Youth Employment Program) 400 US Highway #1 Jersey City, NJ 07305 Project Sites: Five (5) JCHA Public Housing Sites. Contact: Maria Malo, Exec. Dir. Phone: 201-706-4601 Email: mmalo@jcha.us	Program will provide youth, ages 16 to 18, with work experience and on-the-job training at six (6) public housing sites (Marion Gardens, Booker T. Washington, Hudson Gardens, Holland Gardens, Montgomery Gardens, and Curries Woods).	Citywide	\$ 33,000.00	\$ 15,985.16	Funds will be used to employ JCHA youth. Recommending balance of funding from a private source.
4 Kid z 1st (Reaching for New Heights) 216 Central Avenue Jersey City, NJ 07307 Contact: Joseph Napolitano Jr., President Phone: 201-418-9477 Email: smokins921@yahoo.com	The recreational camp, which is open to youth between the ages of 5 and 12, will provide a safe and quality structured program for participants.	C&D	\$ 14,000.00	\$0	Currently receiving CDBG-PS funding for similar program.
5 New City Kids (Summer Camp, Adventure Camp & City Sail and Teen Life Internship and Employment Program) 240 Fairmount Avenue Jersey City, NJ 07306 Contact: Rev. Trevor Rubingh, Exec. Dir. Phone: 201-915-9896 Email: newcitykids@gmail.com	New City Kids Summer Camp and City Sail programs will provide recreational opportunities to at-risk, low income children and teens in Jersey City. The Teen Life Internship Program provides educational, employment and recreational opportunities to at-risk youth.	F	\$ 20,000.00	\$ 20,000.00	Funding will be used to employ youth and college interns only.
<b>SUBTOTAL</b>			\$ 143,000.00	\$ 35,985.16	

\*Indicates ward(s) served/program location(s).

2010-2011 CDBG SUMMER YOUTH PROGRAM APPLICATIONS

APPLICANT NAME AND ADDRESS	PROJECT DESCRIPTION	WARD*	MOYR#	NEEDS RATED	RECOMMENDATION	COMMENTS	
6 NJ Action 21 (Summer Youth Recreation) 175 New York Avenue, Suite 2 Jersey City, NJ 07307 Contact: Narciso Castillo, Director Phone: 201-420-9201 Fax: N/A Email: Action21organization@yahoo.com	Organized soccer tournament for inner city children between the ages of 4 and 16. Children will be divided into age appropriate teams. Training and practice sessions will take place during the week and games will take place on Saturdays.	D		20,000.00	\$	10,000.00	Funding will be used to purchase equipment and provide recreational activity to JC youth.
7 The Salvation Army JC Corps Community Ctr. (Summer Camp 2010) 562 Bergen Avenue Jersey City, NJ 07304 Contact: Guy DeAngelis, Business Manager Phone: 201-435-7355 Email: guy_deangelis@use.salvationarmy.org	The curriculum of the summer camp focuses on providing participants ages 6 to 14 with age appropriate recreational activities as well as tools to enhance academic enrichment, individual development and social skills	F		20,000.00	\$0		Recommending funding from a private source.
8 Studio 676 School of the Violin and Fine Arts (Mollis no Violence) 676 Bergen Avenue Jersey City, NJ 07304 Contact: Henry William Granderson, Pres/Prgrm Mgr Phone: 201-988-0690 Email: studio676@hotmail.com	Music program will integrate fifteen (15) low income, at-risk youth with higher income youth from more affluent communities. Aside from providing children with music instruction three times weekly, the program is also designed to help them enhance their social development skills by introducing and exposing them to their peers from various socioeconomic backgrounds. Following the completion of the program, participants will then showcase their talents at two (2) recitals.	B		15,000.00	\$0		Currently receiving CDBG-PS funding for similar program.
9 Urban Angels Network (Summer Academic Enrichment Program) 15 Brinkerhoff Street Jersey City, NJ 07307 Contact: Crystal L. Jones, President Phone: 201-434-6500 Email: crystaljones@urbanangelsnj.com	SAEP is a summer program that is designed for highly personalized interaction with the student through tutorial services and special orientation programs for grades K-8. In addition to academic enrichment, students will be engaged in a variety of recreational activities.	F		92,500.00	\$0		Recommending funding from a private source.
10 Urban League of Hudson County (Junior Tennis Program Camp) 253 M.L.K. Drive Jersey City, NJ 07305 Contact: Elnora Watson, President & CEO Phone: 201-451-8888 ext. 246 Email: ewatson@ulohc.org	The tennis camp will introduce twenty-five (25) low income youth, ages 8 to 14, to the game of tennis through formal tennis instruction.	F		7,947.00	\$	7,947.00	Funding will allow one week camp to extend to a month.
<b>SUBTOTAL</b>				\$ 145,447.00	\$	17,947.00	

\*Indicates ward(s) served/program location(s).

2010-2011 USBG SUMMER YOUTH PROGRAM APPLICATIONS

APPLICANT NAME AND ADDRESS	PROJECT DESCRIPTION	WARD*	WARRANT NUMBER	REQUIREMENT	COMMENTS	
11 Urban League of Hudson County (Ready to Work) 233 MLK Drive Jersey City, NJ 07305 Contact: Elnora Watson, President & CEO Phone: 201-451-8888 ext. 246 Email: ewatson@ulohc.org	Program will introduce ten (10) low income, at-risk youth, ages 13-17, to a one (1) week workplace readiness experience, followed by seven (7) weeks of paid (minimum wage), structured part-time employment.	F	13,968.00	\$	13,000.00	Funding will be used to employ youth only.
12 Urban League of Hudson County (Rest, Relax and Respect) 233 MLK Drive Jersey City, NJ 07305 Contact: Elnora Watson, President & CEO Phone: 201-451-8888 ext. 246 Email: ewatson@ulohc.org	Existing youth development program will provide a gender specific weekend camping experience to twelve (12) males, ages 13 to 17. The weekend camping experience will include safe, supervised recreational activities and a structured college tour of Rutgers University's New Brunswick campus.	F	3,100.00	\$	3,100.00	Funding will be used to provide a weekend recreational activity to at-risk male youth.
13 Vine Community Development Corp. (Fundamental Change) 314 Duncan Avenue Jersey City, NJ 07304 Contact: Earlin Thomas, Exec. Dir. Phone: 201-428-8650 Email: ewatson@ulohc.org	Camp provides recreational and educational opportunities for Jersey City youth.	B	22,000.00	\$0		Currently receiving CDBG-PS funding for similar program; unreasonable budget.
14 WomenRising (Work Socialization Program) 270 Fairmount Avenue Jersey City, NJ 07306 Contact: Roseann Mazzeo, Exec. Dir. Phone: 201-333-5700 ext. 512 Email: rmazzeo@womenrising.org	Youths, ages 14 and up, who participate in this seven (7) week summer program are provided an opportunity to gain valuable work experience as well as earn money. Participants are required to attend job readiness and financial literacy workshops and are encouraged to take part in community service.	F	18,000.00	\$	15,000.00	Funding will be used to employ youth and assist financial counselor in oversight of youth saving accounts.
15 Youth Music Group (Summer Music Camp) 236 Harrison Avenue Jersey City, NJ 07304 Contact: Beth Cohen, Director Phone: 201-963-1549 Email: youthmusicgroup@comcast.net	Students in the camp will engage in a music study course. At the completion of the program the students will showcase their talents in a concert performance.	B	19,000.00	\$	5,000.00	Funding will be used to provide youth development services to JCHA youth.
<b>SUBTOTAL</b>			\$ 75,086.00	\$	36,100.00	
<b>TOTAL</b>			\$ 69,533.00	\$	90,032.16	

JUN 23 2010

\*Indicates ward(s) served/program location(s).

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

City Clerk File No. Res. 10-404  
Agenda No. 10.H  
Approved: JUN 23 2010  
TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH MULLIN & LONERGAN ASSOCIATES, INC. AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING FOR UNDERWRITING SERVICES AND PREPARATION OF A SECTION 108 LOAN APPLICATION FOR THE MONTICELLO PROJECT

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COUNCIL resolution: offered and moved adoption of the following

**WHEREAS**, the City of Jersey City ("City") intends to apply for a Section 108 Loan for "The Monticello" project which is a proposed mixed income and mixed use project to be located on Monticello Avenue in Jersey City; and

**WHEREAS**, the project shall contain ninety-six (96) market rate units, twenty-four (24) affordable units and 22,500 sq. ft. of commercial space which will be occupied by a neighborhood based supermarket; and

**WHEREAS**, the Section 108 Loan will be used to cover costs associated with the construction of the supermarket; and

**WHEREAS**, it is necessary for the City to hire a consultant to perform underwriting analysis and to prepare the City's Section 108 Loan application in compliance with U.S. Department of Housing and Urban Development (HUD) regulations; and

**WHEREAS**, the City posted a notice on its website that it was seeking proposals in response to the City's Request for Proposals (RFP); and

**WHEREAS**, Mullin & Lonergan Associates, Inc. responded to the City's RFP and indicated that it will provide the required services for the sum of \$28,500; and

**WHEREAS**, Mullin & Lonergan Associates, Inc. is a redevelopment planning firm that is experienced in preparing Section 108 Loan applications and the firm is familiar with HUD regulations; and

**WHEREAS**, the developer is responsible for reimbursing the City any costs associated with preparation of the Section 108 Loan application; and

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

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

**WHEREAS**, funds in the amount of \$28,500.00 are available in Account No. 51-200-56-851-918; and

City Clerk File No. Res. 10-404

Agenda No. 10.H

TITLE: JUN 23 2010

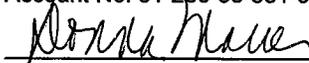
**RESOLUTION AUTHORIZING AN AGREEMENT WITH MULLIN & LONERGAN ASSOCIATES, INC. AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING FOR UNDERWRITING SERVICES AND PREPARATION OF A SECTION 108 LOAN APPLICATION FOR THE MONTICELLO PROJECT**

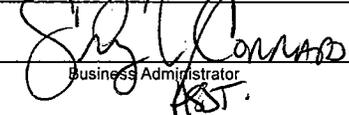
**WHEREAS**, the resolution authorizing the award and the contract itself must be available for public inspection.

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

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form attached with Mullin and Lonergan Associates, Inc. to perform underwriting analysis and to prepare the City's Section 108 Loan application for "The Monticello" project;
2. The total contract amount is \$28,500.00 and the term of the contract shall be one (1) year commencing on July 1, 2010;
3. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service" (EUS) in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto;
4. The Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution;
5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award;
6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

I, Donna Mauer, hereby certify that sufficient funds in the amount \$28,500 are available in Account No. 51-200-56-581-918 (PO Number 100246).

  
Donna Mauer, Chief Financial Officer

APPROVED:   
APPROVED:   
Business Administrator

  
APPROVED AS TO LEGAL FORM  
Corporation Counsel

Certification Required

Not Required

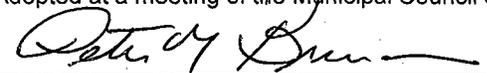
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

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

**FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MULLIN & LONERGAN ASSOCIATES, INC. AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING FOR UNDERWRITING SERVICES AND PREPARATION OF A SECTION 108 LOAN APPLICATION FOR THE MONTICELLO PROJECT**

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Perform underwriting analysis to prepare a Section 108 Loan application

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Creation of a unified housing and community development plan. "The Monticello" project is a proposed mixed income and mixed use project to be located on Monticello Avenue. The project shall contain ninety-six (96) market rate units, twenty-four (24) affordable units and 22,500 sq. ft. of commercial space which will be occupied by a neighborhood based supermarket.

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

\$28,500 (not to exceed)

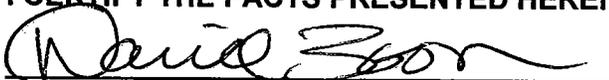
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

July 1, 2010

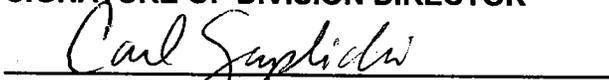
**ANTICIPATED COMPLETION DATE:**

July 1, 2011

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
SIGNATURE OF DIVISION DIRECTOR

6/16/10  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

6/16/10  
DATE

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

Section E
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**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the Chairman of Northeast and Bucks Company d/b/a Mullin & Lonergan Associates, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

## Section F

**AFFIRMATIVE ACTION COMPLIANCE NOTICE****N.J.S.A. 10:5-31 and N.J.A.C. 17:27****GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

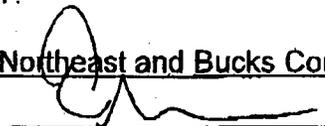
(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Northeast and Bucks Company d/b/a Mullin & Loneragan Associates

SIGNATURE:  DATE: June 7, 2010

PRINT NAME: Eric Fulmer TITLE: Chairman

Form AA302  
Rev. 10/08

Section H

**STATE OF NEW JERSEY**  
Division of Public Contracts Equal Employment Opportunity Compliance

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT** - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.  
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.  
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the Form, go to: [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY: 23-2095300

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 20

4. COMPANY NAME: Northeast and Bucks Company d/b/a Mullin & Lonergan Associates

5. STREET: 800 Vinial Street, Suite B414 CITY: Pittsburgh COUNTY: Allegheny STATE: PA ZIP CODE: 15212

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 MULTIESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: [ ]

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [ ]

10. PUBLIC AGENCY AWARDED CONTRACT: CITY: COUNTY: STATE: ZIP CODE:

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MDN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MDN.	
Officials/Managers	4	4	0											
Professionals	12	6	6											
Technicians														
Sales Workers														
Office & Clerical	4	0	4											
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Labors (Unskilled)														
Service Workers														
<b>TOTAL</b>	<b>20</b>	<b>10</b>	<b>10</b>											
Total employment from previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:  
 1. Visual Survey  2. Employment Record  3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED  
 From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?  
 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED  
 MO. DAY YEAR

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): Eric Fulmer SIGNATURE: [Signature] TITLE: Chairman DATE: MO. DAY YEAR 06 07 2010

17. ADDRESS NO. & STREET: 800 Vinial Street, Suite B414 CITY: Pittsburgh COUNTY: Allegheny STATE: PA ZIP CODE: 15212 PHONE (AREA CODE, NO., EXTENSION): 412 - 323 - 1950

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

Section I

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

<b>Taxpayer Name:</b>	NORTHEAST & BUCKS CO.
<b>Trade Name:</b>	MULLIN & LONERGAN ASSOCIATES, INC
<b>Address:</b>	3909 HARTZDALE DR SUITE 901 CAMP HILL, PA 17011
<b>Certificate Number:</b>	0805510
<b>Effective Date:</b>	June 25, 1987
<b>Date of Issuance:</b>	June 04, 2010

**For Office Use Only:**

20100604084531347

Section J

**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 Northeast and Bucks Company d/b/a Mullin & Loneragan Associates (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding July 2010 (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 Northeast and Bucks Company d/b/a Mullin & Loneragan Associates (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Northeast and Bucks Company d/b/a Mullin & Loneragan Associates

Signature: [Signature] Title: Chairman

Print Name Eric Fulmer Date: June 7, 2010

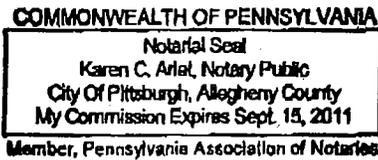
Subscribed and sworn before me this 7<sup>th</sup> day of June, 2010.

[Signature]  
(Affiant)

My Commission expires: 9/15/2011

Eric Fulmer, Chairman  
(Print Name and Title of Affiant) (Corporate Seal)

[Signature]  
Karen C. Arlet, Notary Public



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

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

City Clerk File No. Res. 10-405  
Agenda No. 10.I  
Approved: JUN 23 2010  
TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING A CONTRACT WITH THE CAPITAL DEVELOPMENT REALTY GROUP, LLC (CDRG) FOR THE ACQUISITION OF A FORECLOSED UPON PROPERTY UNDER THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM (NSP) TARGET PROGRAM

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) approved the City's Neighborhood Stabilization Program (NSP) application on May 8, 2009 and awarded the City \$1,700,000 in State NSP funds; and

**WHEREAS**, the City had set aside \$500,000 in State-NSP funds for the redevelopment of vacant land for C-Line, Inc.; and

**WHEREAS**, the project originally proposed by C-Line, Inc. was cancelled, therefore, the funds will be reallocated to Capital Development Realty Group, LLC (CDRG) for the acquisition of a newly constructed 15-unit building plus two (2) commercial spaces for the property located at 302-306 Communipaw Avenue; and

**WHEREAS**, the City issued a Request for Proposals (RFP) on June 4, 2010 to solicit applications for the acquisition and rehabilitation of properties within the designated NSP target areas; and

**WHEREAS**, the City received two (2) applications in response to the request for proposals; and

**WHEREAS**, of the two (2) respondents, only one (1) application met all of the State-NSP requirements, therefore, it is in the best interest of the City of Jersey City to proceed with contracting with the successful applicant, Capital Development Realty Group, LLC (CDRG); and

**WHEREAS**, it is recommended that the City award \$500,000 in State-NSP funds to the Capital Development Realty Group, LLC (CDRG) for the acquisition of a foreclosed upon property in an NSP medium risk target area; and

**WHEREAS**, the City must obligate all NSP funds by August 9, 2010 and expend all funds no later than February 2011; and

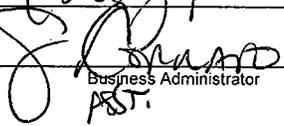
TITLE: JUN 23 2010

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING A CONTRACT WITH THE CAPITAL DEVELOPMENT REALTY GROUP, LLC (CDRG) FOR THE ACQUISITION OF A FORECLOSED UPON PROPERTY UNDER THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM (NSP) TARGET PROGRAM**

**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 an agreement with the Capital Development Realty Group, LLC (CDRG) for the acquisition of a foreclosed upon property located within an NSP medium risk area.

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$500,000 are available in account number 02-213-40-049-314. PO 100247

  
\_\_\_\_\_  
**Donna L. Mauer**  
Chief Financial Officer

APPROVED:   
APPROVED:   
Business Administrator  
PST.

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

Certification Required   
Not Required

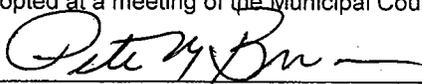
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**LEGISLATIVE FACT SHEET**

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

**FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING A CONTRACT WITH THE CAPITAL DEVELOPMENT REALTY GROUP, LLC (CDRG) FOR THE ACQUISITION OF A FORECLOSED UPON PROPERTY UNDER THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM (NSP) TARGET PROGRAM**

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Acquisition of a newly constructed 15-unit building plus two (2) commercial spaces for the property located at 302-306 Communipaw Avenue

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Creation of mixed income housing

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

\$500,000 State NSP

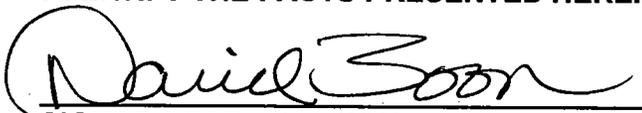
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

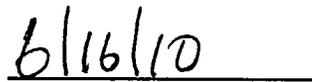
July 1, 2010

**ANTICIPATED COMPLETION DATE:**

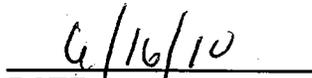
February 2011

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
SIGNATURE OF DIVISION DIRECTOR

  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

  
DATE

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

City Clerk File No. Res. 10-406

Agenda No. 10.J

Approved: JUN 23 2010



**TITLE: RESOLUTION AUTHORIZING A CONTRACT WITH MONARCH HOUSING ASSOCIATES FOR 2010 CONTINUUM OF CARE (CoC) PROCESS, DEVELOPMENT AND APPLICATION SUBMISSION**

COUNCIL resolution:

offered and moved adoption of the following

**WHEREAS**, the Hudson County Alliance to End Homelessness (HCAEH) is a collaborative effort of Community Development Block Grant Entitlement Jurisdictions as well as all municipalities in Hudson County who are involved in the development and execution of the ongoing Continuum of Care planning initiative and annual application process; and

**WHEREAS**, the Hudson County Division of Housing and Community Development and the Jersey City Division of Community Development preside as Chairperson and Vice-Chairperson, respectively for the CoC planning process; and

**WHEREAS**, the Chairpersons coordinate the process and submission for the U.S. Department of Housing and Urban Development Continuum of Care (CoC) application and alternately underwrite cost of hiring a consultant to assist in managing the process and preparing the application; and

**WHEREAS**, the City issued a Request for Proposals (RFP) for the 2010 Continuum of Care (CoC) process, development and application submission and one (1) vendor responded to the City's RFP; and

**WHEREAS**, the City is desirous of entering into contract with Monarch Housing Associates for processing, development and submission of the 2010 CoC application; and

**WHEREAS**, funds in the amount of \$10,000 are available in Account No. **51-200-56-851-918**.

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

- 1) A contract in the amount of \$10,000 is awarded to Monarch Housing Associates for the 2010 Continuum of Care (CoC) process, development and application submission.
- 2) The term of the contract shall be approximately one (1) year beginning July 2010.

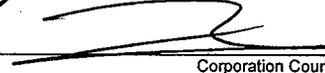
I, Donna Mauer, hereby certify that sufficient funds in the amount \$10,000 are available in Account No. **51-200-56-851-918 (PO Number 100245)**.

  
 Donna Mauer, Chief Financial Officer

APPROVED: 

 APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator

  
 Corporation Counsel

Certification Required

Not Required

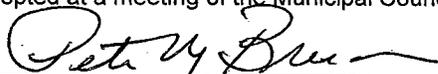
APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-407

Agenda No. 10.K

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS FROM THE DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE, FY 10 RECOVERY ACT EDWARD BYRNE MEMORIAL DISCRETIONARY TARGETING VIOLENT CRIME INITIATIVE GRANT**

**COUNCIL**  
of the following resolution.

Offered and moved adoption

**WHEREAS**, the Department of Justice issued a notice of grant funding for the FY 10 Edward Byrne Memorial Discretionary Grant, to Preventing and Reducing Violent Crimes; and

**WHEREAS**, the Preventing and Reducing Violent Crimes funds provide municipalities the resources needed to reduce and prevent violent crimes; and

**WHEREAS**, the Jersey City Police Department has documented violence, gang, gun, and drug, activity within various Jersey City neighborhoods; and

**WHEREAS**, the Jersey City Police Department has formed a Targeting Violent Crimes Initiative Task Force where we have been focusing on violent crimes in the city; and

**WHEREAS**, the Jersey City Police Department has been invited to receive continuation funding and desires to submit an application to the Department of Law and Public Safety, Division of Criminal Justice, FY 10 Edward Byrne Memorial Discretionary Targeting Violent Crime Initiative Grant

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

1. The City of Jersey City authorizes the submission of the grant for funding; and
2. These funds will be used by the Jersey City Police Department to continue undercover overtime operations conducted under the Targeting Violent Crimes Initiative operations, and purchase much needed equipment that will enhance the units success in tactical operations.

APPROVED: *Samuel Jefferson*  
 APPROVED: *John Kelly*  
 Business Administrator

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

Certification Required   
 Not Required

APPROVED **9-0**  
 6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

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

**ORDINANCE/RESOLUTION FACT SHEET**

**Full Title of Resolution:** RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS FROM THE DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FY 10 EDWARD BYRNE MEMORIAL DISCRETIONARY TARGETING VIOLENT CRIME INITIATIVE (TVCI) GRANT

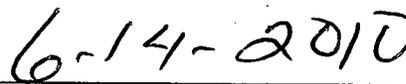
1. **Name and Title of Person Initiating the Resolution:** Samuel Jefferson, Police Director,
2. **Concise Description of the Proposed Program, Project or Plan:**  
Targeting Violent Crimes Initiative, Task Force; consisting of the JCPD Street Crimes Unit to target crimes in various Hot spots throughout the city.
3. **Reasons (Need) for the proposed Program, Project etc:**  
Rash of violent crime, Residents are living in fear of drug, dealers, gang violence, and gun play.
4. **Anticipated Community Benefits or Assessment of Departmental Need:**  
Reduction and prevention of violent crime
5. **Cost of Proposed Program or Project:**  
To be determined by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
6. **Date Proposed Program or Project will commence:** July 1, 2010
7. **Anticipated Completion Date:** March 31, 2011
8. **Person Responsible for Coordinating Proposed Program/Project:**  
Samuel Jefferson, Director of Police

I Certify that all the Facts Presented Herein are Accurate.

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

  
Department Director Signature

\_\_\_\_\_  
Date

  
Date

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

City Clerk File No. Res. 10-408

Agenda No. 10.1

Approved: JUN 23 2010



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF NEW JERSEY TO ACCEPT A GRANT TO PROVIDE LOCAL EMPLOYMENT AND TRAINING PROGRAMS PURSUANT TO THE WORKFORCE INVESTMENT ACT**

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

**WHEREAS**, the Workforce Investment Act ("Act"), 29 USC 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Investment Area ("WIA"); and

**WHEREAS**, the City of Jersey City ("City") has qualified for "temporary and subsequent designation" as a WIA under the Act, and the Governor of New Jersey has designated Jersey City as a WIA; and

**WHEREAS**, the Workforce Investment Act authorizes the chief elected official (the Mayor) of a Workforce Investment Area (Jersey City) as the recipient of federal and state grant funds to provide employment and training services in the WIA in accordance with the Act; and

**WHEREAS**, the Workforce Investment Act authorizes the grant recipient (the Mayor) to select a sub-grant recipient that is designated as the Workforce Investment Area (Jersey City) one-stop operator; and

**WHEREAS**, Section 2841(d) of the Act authorizes the chief elected official (the Mayor) of the WIA, to designate a sub-grant recipient (a One-Stop Operator) enter into an agreement for the acceptance of grant monies to provide employment and training services in the WIA in accordance with the Act; and

**WHEREAS**, the Jersey City Employment and Training Program, Inc. ("JCETP"), with its specialized and qualitative expertise in operating such programs, has been designated the One-Stop Operator for the Jersey City WIA by the Mayor of the City of Jersey City; and

**WHEREAS**, this designation is in accordance with 29 USC 2841(d) which allows the chief elected official of a WIA to designate a One-Stop Operator; and

**WHEREAS**, the New Jersey Department of Labor has awarded \$850,00 from the Financial Sector National Emergency Grant to provide employment and training services identified in the Workforce Investment Act (WIA), P.L. 105-220, Sections 134 (d) (2) through 134 (d) (4) for dislocated workers within the financial services sector; and

**WHEREAS**, all enrollments covered by this grant must occur by June 1, 2010.

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

1. Subject to such modification as may be deemed necessary and appropriate by the Corporation Counsel, the Mayor is hereby authorized to accept a grant of \$850,000 to provide employment and training services pursuant to the Workforce Investment Act which shall be incorporated into the Workforce Investment Area's One-Stop Operator (JCETP) 2008 Program Year Workforce Development Area Contract in accordance with the New Jersey Department of Labor Notice of Obligation.

City Clerk File No. Res. 10-408

Agenda No. 10.L JUN 23 2010

TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF NEW JERSEY TO ACCEPT A GRANT TO PROVIDE LOCAL EMPLOYMENT AND TRAINING PROGRAMS PURSUANT TO THE WORKFORCE INVESTMENT ACT**

2. JCETP shall expend federal funds allocated under the WIA for the program year encompassed by this grant for the purpose of implementing and carrying out the approved plan, as well as such other funds as may, from time to time, be made available to JCETP, with such approval by the City as required by federal, state, or local laws.

3. The expenditure of this grant shall be subject to the City receiving funding allocations for use as set forth in the Act.

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

APPROVED AS TO LEGAL FORM

APPROVED: *M. Kelly*  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0  
6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-409  
Agenda No. 10.M  
Approved: JUN 23 2010  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF AN AGREEMENT TO THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC., TO PROVIDE LOCAL EMPLOYMENT AND TRAINING PROGRAMS AS THE ONE-STOP OPERATOR FOR THE JERSEY CITY WORKFORCE INVESTMENT AREA PURSUANT TO THE WORKFORCE**

**COUNCIL**  
Resolution:

offered and moved adoption of the following

**WHEREAS**, the Workforce Investment Act ("Act"), 29 USC 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Investment Area ("WIA"); and

**WHEREAS**, the City of Jersey City ("City") has qualified for "temporary and subsequent designation" as a WIA under the Act, and the Governor of New Jersey has designated Jersey City as a WIA; and

**WHEREAS**, Section 2841(d) of the Act authorizes the local Workforce Investment Board ("WIB") for a WIA, with the agreement of the chief elected official of the WIA, to designate a One-Stop Operator for the WIA and the programs initiated under the Act; and

**WHEREAS**, the Jersey City Employment and Training Program, Inc. ("JCETP"), with its specialized and qualitative expertise in operating such programs, has been designated the One-Stop Operator for the Jersey City WIA by agreement of the WIB servicing the Jersey City WIA and the Mayor of the City of Jersey City; and

**WHEREAS**, this agreement is exempt from competitive bidding in accordance with 29 USC 2841(d) which allows the local WIB, in agreement with the chief elected official of a WIA to designate a One-Stop Operator; and

**WHEREAS**, this agreement authorizing JCETP to act as the One-Stop Operator for the Jersey City WIA shall be for a term of one year beginning on July 1, 2010 and ending on June 30, 2011; and

**WHEREAS**, the funds will be available on July 1, 2010 and end on or about June 30, 2011 in the amount of \$2,614,642.00; and

**WHEREAS**, the funding for this contract is presently available by WIA grant funds in the following accounts:

(a)	Adults	2-213-40-058-221	\$1,055,514
(b)	Youth	2-213-40-058-222	\$1,070,358
(c)	Displaced Workers	2-213-40-058-223	\$ 488,770

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40:1:11-1 et seq., requires that a resolution to award contracts for classroom training, programs and or services-As an Extraordinary Unspecifiable Service without competitive bids and the contract itself must be available for public inspection; and

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

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF AN AGREEMENT TO THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC., TO PROVIDE LOCAL EMPLOYMENT AND TRAINING PROGRAMS AS THE ONE-STOP OPERATOR FOR THE JERSEY CITY WORKFORCE INVESTMENT AREA PURSUANT TO THE WORKFORCE**

1. Subject to such modification as may be deemed necessary and appropriate by the Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement for JCETP to act as the One-Stop Operator for the Jersey City WIA and the programs initiated for the WIA for a term of one year beginning on July 1, 2010 and ending on June 30, 2011;

2. JCETP shall expend federal funds allocated under the WIA for the program year encompassed by this agreement for the purpose of implementing and carrying out the approved plan, as well as such other funds as may, from time to time, be made available to JCETP, with such approval by the City as required by federal, state, or local laws.

3. This agreement shall be subject to the City receiving funding allocations under the Act for use as set forth in the agreement.

4. This agreement is exempt from competitive bidding in accordance with 29 USC 2841(d) which allows the local WIB, in agreement with the chief elected official of a WIA, to designate a One-Stop Operator;

5. This agreement shall be subject to the condition that JCETP 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: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: J. A. 4/15/10 Business Administrator \_\_\_\_\_ Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

**EXHIBIT A (Cont)**

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

**EXHIBIT 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): KEITH DAVIS, EXECUTIVE DIRECTOR  
 Representative's Signature: *Keith Davis*  
 Name of Company: JERSEY CITY EMPLOYMENT & TRAINING PROGRAM, INC.  
 Tel. No.: 201-793-6100 Date: 06/16/10

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

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

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

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

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

Representative's Name/Title Print: Keith Davis, Executive Director  
Representative's Signature: [Signature]  
Name of Company: Jersey City Employment & Training Program, Inc.  
Tel No.: (201) 793-6100 Date: 06/16/10

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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

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

**Business Name:** Jersey City Employment & Training Program, Inc.  
**Address:** 895 Bergen Avenue 2nd Fl., Jersey City, NJ 07306  
**Telephone No.:** (201) 793-6100  
**Contact Name:** Keith Davis, Executive Director

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

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

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

**Woman Business Enterprise**

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

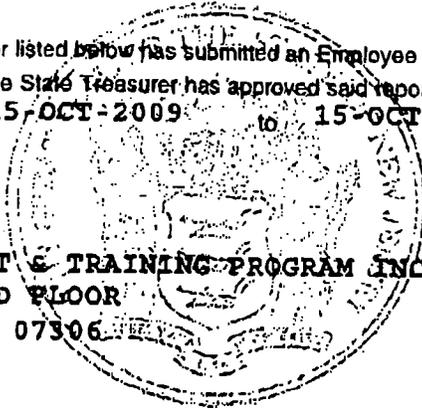
**OFFICE OF EQUAL OPPORTUNITY COPY**

Certification 3595

**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-OCT-2009 to 15-OCT-2016

JERSEY CITY EMPLOYMENT & TRAINING PROGRAM INC  
895 BERGEN AVENUE, 2ND FLOOR  
JERSEY CITY NJ 07306



A handwritten signature in black ink, appearing to be "D. J. ...", written over a horizontal line.

State Treasurer

**STATE OF NEW JERSEY**  
Division of Public Contracts Equal Employment Opportunity Compliance  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the Form, go to: [www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY: 22-260-2714

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 33

4. COMPANY NAME: Jersey City Employment and Training Program, Inc.

5. STREET: 895 Bergen Ave, 2nd Floor CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: 07306

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): NONE CITY: STATE: ZIP CODE:

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ: [ ]

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 1

10. PUBLIC AGENCY AWARDED CONTRACT: [ ] CITY: COUNTY: STATE: ZIP CODE:

Official Use Only	DATE RECEIVED	INAG DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers	7	4	3	1	1				2	1	2			
Professionals	13	3	10	4						3	6			
Technicians														
Sales Workers														
Office & Clerical	4		4							4				
Craftworkers (Skilled)														
Operatives (Semi-skilled)	4		4								4			
Laborers (Unskilled)														
Service Workers	1	1			1									
<b>TOTAL</b>														
Total employment from previous report (if any)	29	8	21	5	2				2	8	12			
Temporary & Part-Time Employees	4													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:  
 1. Visual Survey  2. Employment Record  3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED  
 From: 6/03/09 To: 6/09/09

14. IS THIS THE FIRST Employee Information Report Submitted?  
 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED  
 MO. DAY YEAR

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): GERARD DEL PIANO

SIGNATURE: *Gerard Del Piano* TITLE: CHIEF FINANCIAL OFFICER

DATE: MO. DAY YEAR: 06 | 16 | 10

17. ADDRESS NO. & STREET: 895 BERGEN AVE. CITY: JERSEY CITY COUNTY: HUDSON STATE: NJ ZIP CODE: 07306 PHONE (AREA CODE, NO., EXTENSION): 201 - 793 - 6100

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

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

City Clerk File No. Res. 10-410

Agenda No. 10.N

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF THE PAULUS HOOK PARK DESIGN AND GIFT AGREEMENT WITH THE HISTORIC PAULUS HOOK ASSOCIATION IN CONNECTION WITH REDESIGNING AND CONSTRUCTING IMPROVEMENTS TO PAULUS HOOK PARK**

**WHEREAS**, Paulus Hook Park is a public park of the City of Jersey (City) located on four corners at the intersection of Grand Street and Washington Street; and

**WHEREAS**, the Historic Paulus Hook Association (HPHA) is a nonprofit corporation whose purpose is to promote the public good of area residents and to improve the quality of life in the Paulus Hook neighborhood; and

**WHEREAS**, HPHA desires to work in conjunction with the City to redesign Paulus Hook Park; and

**WHEREAS**, HPHA desires to create a park design for the historic neighborhood with input from the public; and

**WHEREAS**, the new design is intended to make the park and playground areas of Paulus Hook Park more accessible to the public; and

**WHEREAS**, HPHA has offered to provide the City with a new design plan for Paulus Hook Park at no cost to the City; and

**WHEREAS**, the HPHA desires to raise money on behalf of the City and donate the funds to the City for the purpose of funding the construction of the new design plan improvements; and

**WHEREAS**, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

**NOW, THEREFORE BE IT RESOLVED**, that subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel or the Business Administrator, the Mayor or Business Administrator is authorized to execute the Paulus Hook Design and Gift Agreement, which is attached hereto, with the Historic Paulus Hook Association.

RR  
6-16-10

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

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

2010891

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

## **PAULUS HOOK PARK DESIGN AND GIFT AGREEMENT**

**This Agreement**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302 and the **HISTORIC PAULUS HOOK ASSOCIATION**, a nonprofit corporation, hereinafter referred to as HPHA, with its office located at \_\_\_\_\_

Whereas, Paulus Hook Park is a public park of the City of Jersey (City) located on four corners at the intersection of Grand Street and Washington Street; and

Whereas, the Historic Paulus Hook Association (HPHA) is a nonprofit corporation whose purpose is to promote the public good of area residents and to improve the quality of life in the Paulus Hook neighborhood; and

Whereas, HPHA desires to work in conjunction with the City to redesign Paulus Hook Park; and

Whereas, HPHA desires to create a park design for the historic neighborhood with input from the public; and

Whereas, the design is intended to make the park and playground areas of Paulus Hook Park more accessible to City residents; and

Whereas, HPHA has offered to provide the City with a design plan for the Paulus Hook Park at no cost to the City; and

Whereas, the HPHA desires to raise money on behalf of the City and donate the funds to the City for the purpose of funding the construction of the design plan improvements; and

Whereas, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **SECTION 1: TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2010 and shall remain in effect until the construction of improvements to Paulus Hook Park have been completed.

## SECTION 2: SCOPE OF SERVICES

The HPHA shall provide and perform the following services:

(a) conduct a preliminary City-wide survey of Jersey City residents pertaining to redesigning the four corners of Paulus Hook Park;

(b) raise funds on behalf of the City. The funds shall be used to fund a contract with an architect to prepare the design plan for Paulus Hook Park and to fund a contract between the City and contractor for the construction of the design plan improvements;

© prepare, with the assistance of the City's Director of the Department of Public Works, a request for proposals to provide architectural services for the redesign of Paulus Hook Park;

(d) contract with the architect to prepare a design plan for construction of improvements to Paulus Hook Park. The contract shall require HPHA and the City to be named as additional insureds on any policy of comprehensive general liability insurance maintained by the architect with respect to any claims arising out of relating in any way to the design plan prepared by the architect. The contract shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed by the architect pursuant to the architect's contract with HPHA. The contract shall require the provision of public liability insurance and every policy shall include HPHA and the City as additional insureds;

(e) advertise and conduct public meetings which shall be attended by the architect for the purpose of obtaining additional meaningful input from the public on the design plan.

The City shall provide and perform the following services:

(a) authorize the HPHA to: 1) raise funds on behalf of the City to fund the contract between the HPHA and architect for preparation of the design plan, and 2) raise funds on behalf of the City and donate those funds to the City for the purpose of funding the City's contract with a contractor to construct the design plan improvements at Paulus Hook Park;

(b) have the Director of the Department of Public Works assist the HPHA in preparing a request for proposals to be used for hiring an architect to prepare the design plan;

© subject to review and approval by the Mayor and the Director of the Department of Public Works, accept and use the design plan for the construction of improvements to Paulus Hook Park; and

(d) permit HPHA to access City records and property necessary to prepare the design plan.

**SECTION 3: COMMUNICATIONS**

The parties will send all communications concerning this agreement to

Jack Kelly, Business Administrator

\_\_\_\_\_

City of Jersey City

\_\_\_\_\_

City Hall, 280 Grove Street

\_\_\_\_\_

Jersey City, New Jersey 07302

\_\_\_\_\_

**SECTION 4: TERMINATION**

The parties by mutual consent may terminate this Agreement at any time.

**SECTION 5: NON LIABILITY**

No director, agent, officer or employee of the City or HPHA shall be held personally liable under any of the provisions of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

**SECTION 6: SEVERABILITY**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such determination shall not affect or impair any other provisions of this Agreement.

**SECTION 7: ENTIRE AGREEMENT**

The entire Agreement between the parties is contained herein and no change in or modification, termination, or discharge of this Agreement shall be effective unless it is signed by the parties to be charged therewith.

**SECTION 8: COUNTERPARTS**

This Agreement shall be executed in three counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one in the same document.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement on the date set forth above.

CITY OF JERSEY CITY

HISTORIC PAULUS HOOK  
ASSOCIATION

By:

By:

\_\_\_\_\_  
Jack Kelly  
Business Administrator

Attest:

\_\_\_\_\_  
Attest:

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

RR  
6-16-10

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

City Clerk File No. Res. 10-411

Agenda No. 10.0

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2010-DT-BLA-210 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC SERVICES FOR THE SIP AVENUE RESURFACING PROJECT PROVIDED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA).**

**COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION THE**

**WHEREAS**, the City of Jersey City (City), Department of Administration, Division of Engineering, Traffic and Transportation submitted an application for federal aid provided for under the American Recovery and Reinvestment Act of 2009 (ARRA) for a construction project known as Sip Avenue Resurfacing from JFK Boulevard to Bergen Avenue that was screened and found eligible for federal funding in the amount of \$153,300.71; and

**WHEREAS**, the New Jersey Department of Transportation received federal authorization on January 5, 2010 allowing the City to move towards contracting for and implementing the Sip Avenue Resurfacing Federal Project No. FS-B00S (890); and

**WHEREAS**, under the terms and conditions of the federal aid agreement the City must execute Cost Reimbursement Agreement No. 2010-DG-BLA-210 in which all such work shall be completed by March 2, 2012 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

**WHEREAS**, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor who is awarded the project contract, in addition to controlling the approved base budget, administering payment vouchers and submitting progress reports regarding such transactions to NJDOT for reimbursement; 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 is authorized to execute Cost Reimbursement Agreement No. 2010-DT-BLA-210, which is attached hereto, for the the Sip Avenue Resurfacing Federal Project No. FS-B00S (890); and

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator is hereby authorized to accept ARRA funds on behalf of the City of Jersey City from the New Jersey Department of Transportation for the Sip Avenue Resurfacing Federal Project No. FS-B00S (890); and

City Clerk File No. Res. 10-411

Agenda No. 10.0

TITLE: JUN 23 2010

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2010-DT-BLA-210 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC SERVICES FOR THE SIP AVENUE RESURFACING PROJECT PROVIDED THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA).**

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator, and the City Clerk are hereby authorized to sign the Cost Reimbursement Agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement.

Certified as a true copy of the Resolution adopted by Council,  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2010

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

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

ATTEST and AFFIX SEAL

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

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

APPROVED: [Signature] 6/14/10

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

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

Certification Required   
Not Required

APPROVED 9-0  
6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk





State of New Jersey  
DEPARTMENT OF TRANSPORTATION

CHRIS CHRISTIE  
Governor  
KIM GUADAGNO  
Lt. Governor

JAMES S. SIMPSON  
Commissioner  
Bureau of Local Aid-Newark  
153 Halsey Street, 5th Floor  
Newark, New Jersey 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556

May 26, 2010

Mr. Chuck F. Lee, PE  
Assistant City Engineer  
Division of Engineering  
575 Rt. 440  
Jersey City, NJ 07305

**Re: Sip Avenue Resurfacing  
City of Jersey City, Hudson County  
FS- B00S (890) CON**

RECEIVED  
10 JUN -1 PM 1:34  
CITY OF JERSEY CITY  
ENGINEERING  
DIRECTOR'S OFFICE

Dear Mr. Lee:

Enclosed please find five ( 5 ) copies of the Agreement No. 2010-DT-BLA-210 for the above referenced project, Please attach a copy of the one page Scope of Work. This Agreement must be executed by the City and the New Jersey Department of Transportation. Four ( 4 ) originally signed and sealed copies along with a resolution (4 originals) authorizing the signatories to sign and for the City to enter into this Agreement must be returned to this office for execution by the State. The resolution should specifically state the Agreement number, the authorized representative, name of project and contract ceiling amount.

The statement at the top of page 1 that says "This Cost Reimbursement Agreement is made as of \_\_\_\_\_" shall be left blank and will be filled in by the Department. Please note that the proper City officials must sign pages 13, 15 and 19.

A copy of the fully executed Agreement will be forwarded to your office. Once this Agreement has been executed the City will be able to submit invoices for reimbursement to the Department.

If you have any questions regarding the above, please contact me at 973-877-1551.

Sincerely,

Nabil Ayoub  
Principal Engineer  
Local Aid-Newark

## FEDERAL AID AGREEMENT

Project: Sip Avenue Resurfacing  
Municipality: City of Jersey City , County: Hudson County  
Federal Project No.: FS-B00S (890)

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Jersey City , having its offices at 575 Rt. 440, Jersey City , NJ 07305 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **January 5, 2010** . All such work shall be completed by **March 2, 2012** , 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 \$ **153,300.71** , with an approved budget as follows:

<u>Federal Project #</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>Sponsor In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
<u>FS-B00S (890)</u>	<u>Jersey City</u>	<u>\$153,300.71</u>	<u>\$0.00</u>	<u>\$153,300.71</u>	<u>01/05/2010</u>	<u>03/02/2012</u>

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 \$ **\$153,300.71** stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87  
 Cost Principles for Nonprofit Organizations - OMB Circular A-122  
 Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102  
 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a

disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA).

The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.

2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
  - In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.
- (a) The Recipient shall include in the Final Invoice the following release clause:
  - (b) "In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"
  - (c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury,

wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;
- (b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- (h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

- (a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.
- (b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.
- (c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13.

Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14.

Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to

participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

(b) **Obligation.** The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

**District 2 - Eileen Schack**  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556  
Bergen, Essex, Hudson,  
and Union

Excepting Legal Notices

Telephone:

Fax:

If to Recipient:

Chuck F. Lee, PE

(Engineer)

City of Jersey City

575 Rt. 440

Jersey City, NJ 07305

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I - Project Scope of Work
30. APPENDIX J - Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Sip Avenue Resurfacing  
Municipality: City of Jersey City , County: Hudson County  
Federal Project No.: FS-B00S (890)

Agreement No.: 2010-DT-BLA-210

ATTEST/SEAL:

RECIPIENT City of Jersey City

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jerramiah Healy  
Mayor

\_\_\_\_\_  
Date

ATTEST/SEAL:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Director,  
Division of Local Aid & Economic  
Development

\_\_\_\_\_  
Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

**Paula T. Dow**

By: \_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Date

## APPENDIX A

### **NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
  - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
  - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Jerramiah Healy, Mayor City of Jersey City, 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: \_\_\_\_\_

Jerramiah Healy, Mayor  
(Signature and Title of Authorized Official)

## APPENDIX C

### **CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX D**

**CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

## APPENDIX E

### NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

**APPENDIX F**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I Jerramiah Healy, Mayor City of Jersey City hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

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

\_\_\_\_\_  
Jerramiah Healy  
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.

## APPENDIX H

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

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

City Clerk File No. Res. 10-412

Agenda No. 10.P

Approved: JUN 23 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR MOVING SERVICES FOR VARIOUS LOCATIONS TO NELSON WESTERBERG OF NEW JERSEY FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

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

WHEREAS, the Acting Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Moving Services** pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest responsible bid being that from **Nelson Westerberg of New Jersey**, 180 Meister Avenue, Somerville, New Jersey 08876, in the total bid amount of **Thirty Eight Thousand, One Hundred Dollars and (\$38,100.00) Zero Cents**; and

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

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2010 permanent budget and in the subsequent 2011, 2012, and 2013 fiscal year budgets; and

WHEREAS, the total amount of this contract is **Thirty Eight Thousand, One Hundred Dollars and (\$38,100.00) Zero Cents** of which **Five Thousand (\$5,000.00) Dollars** will be available in the 2010 permanent budget,

**Dept. of Administration/Administrative Services**  
Acct. No. 01-201-31-433-314      P.O. NO. 100136      Temporary Encumbrancy: \$ 5,000.00

WHEREAS, the remaining contract funds of **Thirty Three Thousand, One Hundred Dollars and Zero (\$33,100.00) Cents** will be made available in the 2011 temporary and permanent budgets for this expenditure in accordance with requirements of the Local Public Law, N.J.S.A. 40A:4-1 et. seq.; and

WHEREAS, the contract is for one year that begins on the date the Council certifies resolution; and

WHEREAS, the City has the option to extend the contract for two (2) additional One (1) year terms at the same rate; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010 thru 2013 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2010 thru 2013 temporary and permanent budgets, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Nelson Westerberg of New Jersey** be accepted and that a contract be awarded to said company in the above amount, and the Acting Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

(Continued on page 2)

City Clerk File No. Res. 10-412

Agenda No. 10.P

JUN 23 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR MOVING SERVICES FOR VARIOUS LOCATIONS TO NELSON WESTERBERG OF NEW JERSEY FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

**RESOLVED**, in accordance with N.J.A.C. 5:34-5.3 (a), the continuation of this contract after the expenditure of funds encumbered in the 2010 budget shall be subject to the availability and appropriation of funds in the 2010 fiscal year permanent budget and in subsequent 2011 thru 2013 temporary and permanent fiscal year budgets. If additional funds are not available, the contract shall terminate after the expenditure of the funds encumbered in the 2010 fiscal year budget.

*6/23/10*

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A 40A:4-1 et seq. in account No. 01-201-31-433-314

Dept. of Administration/Administrative Services

Acct. No. 01-201-31-433-314 P.O. NO. 100136 Temporary Encumbrancy: \$ 5,000.00

for APPROVED Raguel Day  
Peter Folgadd, Acting Director, Purchasing

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

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

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR MOVING COMPANY SERVICES FOR VARIOUS LOCATIONS TO NELSON WESTERBERG OF NEW JERSEY FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Steve Miller, Asst. Business Administrator

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION**

Peter Folgado, Acting Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Seven (7)

**DATE BIDS WERE PUBLICLY RECEIVED:**

June 3, 2010

**NUMBER OF BIDS RECEIVED:**

Three (3)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Moving company services needed to move various City offices.

**IN THE SPACE BELOW, PROVIDE DETAILED INFORMATION FOR:**

- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- (B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION RELEVANT TO THE BID RECEPTION) :

	Grand Total Bid Price
1. Nelson Westerberg 180 Meister Avenue Somerville, NJ 08876	\$38,100.00
2. Liberty Transportation & Storage 1075 Garden State Road Union, NJ 07083	\$43,925.00
3. Pensa Moving 1110 Kennedy Blvd Union City, NJ 07087	\$66,475.00

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

6/9/10  
\_\_\_\_\_  
Date

*Peter Folgado*  
for Peter Folgado, Acting Director  
Division of Purchasing

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

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

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

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

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

Representative's Name/Title Print: GERARD M. SPIESRACH  
 Representative's Signature: *Gerard M. Spiesrach*  
 Name of Company: MALCOLM PIRNIE, INC.  
 Tel. No.: 201-398-4877 Date: JUNE 9, 2010



# 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:

Jeanne F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: abuanJ@jcnj.org

Continuation of City Ordinance 02-124, page 3

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (f) Prior to awarding any contract or agreement to procure "Professional Services" or "Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (g) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (h) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1 (a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/leg/lfnr/lfnrmenu.shtml](http://www.nj.gov/dca/leg/lfnr/lfnrmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/leg/p2p](http://www.nj.gov/dca/leg/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notices 2006- for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.



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Continuation of City Ordinance 08-128 page 4

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

**SECTION 7 - PENALTY**

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through Intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

**SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION**

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

**SECTION 9 - SEVERABILITY**

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307  
 Steven Futop, 76 Essex Street, Jersey City, N.J. 07302  
 Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302  
 Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302  
 Shelly Skinner, 286 Favonia, Jersey City, N.J. 07302

**SECTION 10 - REPEALER**

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

06/08/2010 16:02

201-547-5230

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Continuation of City Ordinance 08-128 page 3

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY RECORD ORDINANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_  
Corporate Counsel

APPROVED: \_\_\_\_\_  
Municipal Administrator

Certification Required   
Not Required

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

ORDINANCE NO. 44A Ord. 08-128

TITLE: 44A

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited to its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
N/A											
COUNCILPERSON	AYE	NAY	N.Y.	COUNCILPERSON	AYE	NAY	N.Y.	COUNCILPERSON	AYE	NAY	N.Y.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FILIP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

Indicates Vote: **JAMES F. WADDETON** **AARON MORELL** **JAMES CARROLL** N.Y. Not Voting (Absent)  
**RAGY SCHUNDLER** **RAYLIE VUNKEL** **SEBASTIAN BERNHEIM**  
**STEVE DAVISON** **TOM GIOVANNI** **HEATHER TAYLOR**  
**TIM WILSON** **SABILEY SCHEIDER** **DANIEL LEVIN**

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARINGS											
SEP 0 3 2008 9-0											
COUNCILPERSON	AYE	NAY	N.Y.	COUNCILPERSON	AYE	NAY	N.Y.	COUNCILPERSON	AYE	NAY	N.Y.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FILIP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

Indicates Vote: **DAN FALCON** **YVONNE BAKER** N.Y. Not Voting (Absent)  
**ANTHONY MORELL**  
**ANDREW HUBBCH**  
**MARALEY ODULES**

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FILIP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

Indicates Vote: N.Y. Not Voting (Absent)

RECORD OF FINAL COUNCIL VOTE											
SEP 0 3 2008 9-0											
COUNCILPERSON	AYE	NAY	N.Y.	COUNCILPERSON	AYE	NAY	N.Y.	COUNCILPERSON	AYE	NAY	N.Y.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FILIP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

Indicates Vote: N.Y. Not Voting (Absent)

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on SEP 0 3 2008

Title is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

*[Signature]*  
 Robert Byrne, City Clerk

APPROVED:  
*[Signature: Maureen Vega]*  
 Maureen Vega, Jr., Council President

Date: SEP 0 8 2008

APPROVED:  
*[Signature]*  
 Date: SEP 0 5 2008

Date to Mayor: SEP 0 4 2008

## 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. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." (N.J.S.A. 19:44A-20.26(b)) The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO 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 he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

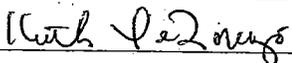
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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 his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Keith DeLorenzo

Representative's Signature: 

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800 Date: May 28, 2010

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

The contractor and the Keith DeLorenzo of Nelson Westerberg, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

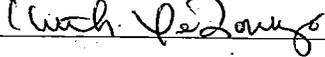
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title, Print): Keith DeLorenzo

Representative's Signature: 

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800 Date: May 28, 2010

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Nelson Westerberg

SIGNATURE: *Keith DeLorenzo* DATE: May 28, 2010

PRINT NAME: Keith DeLorenzo TITLE: Director of Commercial Sales

**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: Nelson Westerberg

Address: 180 Meister Avenue, Branchburg, NJ 08876

Telephone No.: 908-725-3800

Contact Name: Keith DeLorenzo

Please check applicable category :

Minority Owned                       Minority & Woman Owned

Woman Owned                       Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**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: Nelson Westerberg

Address: 180 Meister Avenue, Branchburg, NJ 08876

Telephone No.: 908-725-3800

Contact Name: Keith DeLorenzo

Please check applicable category :

Minority Owned                       Minority & Woman Owned  
 Woman Owned                       Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pd/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pd/aa302ins.pdf)

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: 361539760

2. TYPE OF BUSINESS:  
 1. INFO  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME: Nelson Westerberg

5. STREET: 180 Meister Avenue CITY: Somerville COUNTY: Somerset STATE: NJ ZIP CODE: 08876

6. NAME OF AGENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): NEWESCO CITY: STATE: ZIP CODE:

7. CHECK ONE IN THE COMPANY:  SINGLE ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDED CONTRACT

Official Use Only	DATE RECEIVED	ISSUE DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter zero. Exclude ALL employees, not just those in minority/non-minority categories, in columns 1, 2, 4, 2, DO NOT REPORT AN I-9 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
	COL. 1 TOTAL (Col. 2 + 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK		HISPANIC		AMER. INDIAN		ASIAN		NON-MIN.						
				MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE							
Offices/Managers		1	1															
Professional		2																
Technicians																		
Sales Workers		2	2															
Office & Clerical			4															
Construction (Skilled)																		
Operators (Semi-skilled)																		
Laborers (Unskilled)		2																
Service Workers																		
TOTAL																		
Total employment from previous Report (if any)																		
Temporary & Part-time Employees																		

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Your Survey  2. Employment Record  3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED  
 From: 5/24/10 To: 5/28/10

14. IS THIS THE FIRST Employee Information Report Submitted? YES  NO

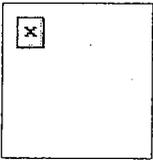
15. IF NO, DATE LAST REPORT SUBMITTED  
 MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Type of Title): Keith DeLorenzo

SIGNATURE: *Keith DeLorenzo* TITLE: Director of Conn Sales DATE: 5/28/2010

17. ADDRESS AND STREET: 180 Meister Avenue CITY: Somerville COUNTY: Somerset STATE: NJ ZIP CODE: 08876 PHONE (AREA CODE, NO. EXTENSION): 908-725-3800 x3134



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** NEWESCO, INC.  
**Trade Name:** NELSON WESTERBERG OF NEW JERSEY  
**Address:** 180 MEISTER AVENUE  
SOMERVILLE, NJ 08876-3465  
**Certificate Number:** 0842184  
**Effective Date:** April 28, 1995  
**Date of Issuance:** June 18, 2009

**For Office Use Only:**  
20090618142256181

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Public Movers and Warehousemen

HAS LICENSED

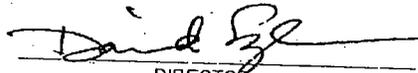
NELSON WESTERBERG OF NJ INC  
180 MEISTER AVE  
SOMERVILLE NJ 08876-3465

FOR PRACTICE IN NEW JERSEY AS A(N): Public Mover and Warehouseman

08/24/2009 TO 09/30/2010  
VALID

39PC00010400  
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

  
DIRECTOR

10 P.

RB-10-412 6/15/10 Agenda Mtg

1) JCETP Inc - to provide local employment & training programs as the one stop operator for the JC Workforce Investment Area pursuant to workforce

- term beginning 7/1/10 - 6/30/11

- \$ 2,614,642

- or complete

- Pl. Business Adm.

(1)

2) - Nelson Wintersberg of NJ  
- award of contract for moving services for various locations

- Adm. / Adm. services

- bid let

- \$ 38,000.

- or complete EEO/AA docs

(2)

3) - Actra Software Corp.

- to provide annual support & enhancement for the Fire Dept Computer aided Dispatch System

- \$ 14,900 (under bid & best)

- 6/1/10 - 5/31/10

- BRC Needed (Fire Dept)

(3)

JANICE  
4/2/39

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

City Clerk File No. \_\_\_\_\_ Res. 10-413

Agenda No. \_\_\_\_\_ 10.Q

Approved: \_\_\_\_\_ JUN 2 3 2010

TITLE:



**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE FIRE DEPARTMENT COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution:

**WHEREAS**, the need for constant and reliable communications for the safety of the citizens of Jersey City exists, and

**WHEREAS**, the success of the Jersey City Fire Department Computer Aided Dispatch ("CAD") System is dependent upon the support and enhancement of its software; and

**WHEREAS**, the services required are special in nature based upon the unique hardware/software environment utilized in the Jersey City Fire Department; and

**WHEREAS**, ASTRA Software Corporation, 19421C Liverpool Parkway, Cornelius, North Carolina 28031 has agreed to provide these services for one year in the manner specified by the Jersey City Fire Department for the maximum amount of Sixteen thousand nine hundred dollars (\$16,900.00); and

**WHEREAS**, this contract will be from June 1, 2010 through May 31, 2011; and

**WHEREAS**, the amount of Sixteen Thousand Nine Hundred Dollars (\$16,900.00) is available in the budget for this expenditure, in accordance with the requirements of Local Budget Law N.J.S.A. 40A:1, et seq.

**Fire Department**

**Acct. No. 10-01-201-25-265-312 P.O. No. 100170 Amount \$16,900.00**

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-5 (1)(dd) allows for this contract without public bidding because this contract provides for the support and maintenance of proprietary computer software presently in place, and

**WHEREAS**, the City of Jersey City and its governing body find approval of such proposal to be in the best interest of the City.

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

1. The Mayor and/or Business Administrator be authorized to award a contract to Astra Software Corporation.
2. This contract is awarded without public bidding in accordance with N.J.S.A. 40A:11-5 (1) (dd) of the Local Public Contracts Law.
3. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City within ten (10) days of passage of this resolution.

City Clerk File No. Res. 10-413

Agenda No. 10.0

TITLE: JUN 23 2010

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE FIRE DEPARTMENT COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)**

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

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1, et seq

Department of Fire & Emergency Services  
Acct. No. 10-01-201-25-265-312 P.O. # 100170 \$16,900.00

APPROVED: Armando Roman  
Armando Roman, Director  
Fire & Emergency Services

APPROVED: \_\_\_\_\_  
APPROVED: M. J. Kelly  
Business Administrator

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

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

CITY OF JERSEY CITY

Requisition #
0150764

Assigned PO #

Requisition

**Vendor**  
 ASTRA SOFTWARE CORPORATION  
 18127 WEST CATAWBA AVENUE  
 CORNELIUS NC 28031

**Dept. Bill To**  
 FIRE HEADQUARTERS  
 465 MARIN BLVD.  
 JERSEY CITY NJ 07302

**Dept. Ship To**  
 465 MARIN BLVD.  
 JERSEY CITY NJ 07302

AS040712

Contact Info

JANIS  
 0000004264

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	"CAD" SUPP & ENHANCE FIRE DEPARTMENT COMPUTER AIDED DISPATCH "CAD" SYSTEM SUPPORT AND ENHANCEMENT SUBSCRIPTION AS PER RESOLUTION	01-201-25-265-312	16,900.00	16,900.00

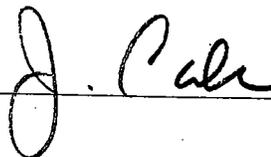
Requisition Total 16,900.00

Req. Date: 06/10/2010

Requested By: JANIS

Buyer Id:

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



This Is Not A Purchase Order

# *ASTRA Software Corporation*

18127 W. Catawba Ave, Cornelius, NC 28031

704-896-3505

## *Invoice*

To: Jersey City Fire Department.  
465 Marin Blvd.  
Jersey City, NJ 07302

Invoice No.	Invoice Date	P.O. Number	Req. No.
1004281	April 28, 2010		
Quantity	Description	Price	
1	Annual Support & Enhancement Subscription 6/1/10 to 5/31/11	\$16,900.00	
Terms	Sales Tax	Shipping	Total
30 days	0.00%		\$16,900.00

Please make your check payable to ASTRA Software Corporation.  
Thank you for your business!



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ASTRA SOFTWARE CORP

**Trade Name:**

**Address:** 18127 W CATAWBA AVE  
CORNELIUS, NC 28031

**Certificate Number:** 1264653

**Date of Issuance:** September 14, 2006

**For Office Use Only:**

20060914161400562

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

City Clerk File No. Res. 10-414

Agenda No. 10.R

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GENERATOR EXCHANGE COMPANY FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE BATTERIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF AUTOMOTIVE MAINTENANCE**

**COUNCIL**

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

**WHEREAS**, the Acting City Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. Seq. has publicly advertised for bids for the **Supply and Delivery of Automotive Batteries** to the City of Jersey City for the Department of Public Works, Division of Automotive Maintenance; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Four(4) Bids**, the lowest bid being from **Generator Exchange, 667-669 Communipaw Ave., Jersey City, New Jersey 07304** in the total bid amount of **Fifty Eight Thousand, Two Hundred Fifty Dollars (\$58,250.00)**; and

**WHEREAS**, the contract if for one year and the City reserves the right to extend the contract for one additional one year term pursuant to specifications and bids thereon; and

**WHEREAS**, the Acting City Purchasing Director has certified that he considers said bids to be fair and reasonable; and

**WHEREAS**, because this contract was bid as an open-end contract the City is not obligated to order the maximum amount of the quantity stated for each item and because of budgetary constraints, the total amount of the contract shall not exceed the sum of **Thirty Five Thousand Dollars (\$35,000.00)**; and

**WHEREAS**, the sum of **Thirty Five Thousand Dollars (\$35,000.00)**, will be budgeted for the 2010 and 2011 temporary and permanent budgets subject to approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of **Thirty Five Hundred Dollars (\$3,500.00)** is available in the 2010 and 2011 temporary and permanent budgets in account No. 01-201-26-315-210, Department of Public Works, Division of Automotive Maintenance; and

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

Account Number	Purchase Order	Amount
01-201-26-315-210	99996	\$3,500.00

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

JUN 23 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GENERATOR EXCHANGE COMPANY FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE BATTERIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

**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

*J.A.  
4/14/10*

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account No. 01-201-26-315-210

Account # 01-201-26-315-210 Purchase Order No. 99996 \$3,500.00 Temp. Enc.

APPROVED Peter Folgado  
Peter Folgado, Acting Director of Purchasing

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

APPROVED: Business Administrator \_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GENERATOR EXCHANGE COMPANY FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE BATTERIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Acting Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Six (6)

**DATE BIDS WERE PUBLICLY RECEIVED:**

March 2, 2010

**NUMBERS OF BIDS RECEIVED:**

Four (4)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Supply and Delivery Automotive Batteries for Department of Public Works/Division of Automotive

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

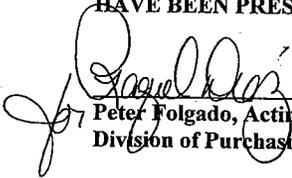
	Grand Total Bid Price
1) Generator Exchange 667-669 Communipaw Ave Jersey City, NJ 07304	\$58,250.00
2) M & G Auto Parts 6021 Kennedy Blvd North Bergen, NJ 07046	\$71,254.00
3) Buy Wise Auto Parts 2091 Springfield Ave Vauxhall, NJ 07088	\$90,171.00
4) Tonsa Automotive Corp. 6 Willow Street Moonachie, NJ 07074	\$97,288.00

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

Date

5/27/10

  
Peter Folgado, Acting Director  
Division of Purchasing

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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

**EXHIBIT 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):

JOHN MAURUS Vice President

Representative's Signature: John Maurus

Name of Company: CONCRETE EXCELLENCE CO.  
667 COLLINGWOOD AVE JC N.J.

Tel. No.: 201-335-4398 Date: 2-25-10

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

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

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

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

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

Representative's Name/Title Print: JOHN MAUER'S VICE PRESIDENT  
Representative's Signature: [Signature]  
Name of Company: GENERAL EXCHANGE  
Tel. No.: 201-333-4398 Date: 2-25-10

**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 : GENERATOR EXCHANGE CO.  
Address : 667 COMMUNIPAN AVE. JERSEY CITY NJ 07304  
Telephone No. : 201 - 333-4398  
Contact Name : JOHN MAULIS

Please check applicable category :

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**Definitions  
Minority Business Enterprise**

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**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 : GENERATOR EXCHANGE CO.  
Address : 667 COMMUNIPAN AVE JERSEY CITY NJ 07304  
Telephone No. : 201 333-4398  
Contact Name : JOHN MAURUS

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.

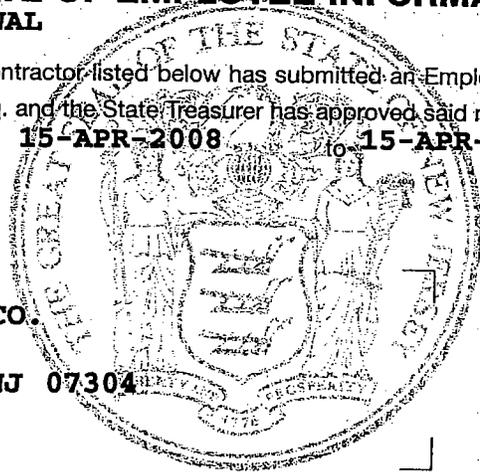
**Woman Business Enterprise**

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**

**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-2008** to **15-APR-2015**



**GENERATOR EXCHANGE CO.  
667 COMMUNIPAW AVE.  
JERSEY CITY NJ 07304**

A handwritten signature in black ink, appearing to be "R. D. ...".

Acting State Treasurer

MINISTRY OF BUSINESS ADMINISTRATION



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GENERATOR EXCHANGE CO.

**Trade Name:**

**Address:** 667 669 COMMUNIPAW AV  
JERSEY CITY, NJ 07304

**Certificate Number:** 0099843

**Effective Date:**

**Date of Issuance:** February 25, 2010

**For Office Use Only:**

20100225091757527

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

City Clerk File No. Res. 10-415

Agenda No. 10.S

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOGI CONSTRUCTION, INC. FOR NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 ADDITIONAL SIDE STREET WORK JERSEY CITY PROJECT NO. 09-006X FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.**

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

**WHEREAS**, the City Purchasing Agent acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for Newark Avenue Roadway Improvements Phase 3, Additional Side Street Work (Coles Street to Summit Avenue), Jersey City Project No. 09-006X for the Department of Administration, Division of Engineering, Traffic and Transportation pursuant to construction plans and specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement, the City of Jersey City has received the eight (8) below listed bids, the lowest being that of **Jogi Construction, Inc.**, 29 Wood Avenue, Edison, New Jersey 08820, in the total base bid amount plus alternate A of One Million One Hundred Eighty Five Thousand, Seven Hundred Sixty One Dollars and Fifty Two Cents (1,185,761.52); and

**BIDDER**

**TOTAL BID AMOUNT PLUS ALTERNATE A**

1. Jogi Construction, Inc. Edison, New Jersey	\$1,185,761.52
2. English Paving Co., Inc. Clifton, New Jersey	\$1,243,273.26
3. Joseph M. Sanzari, Inc. Hackensack, New Jersey	\$1,331,877.45*
4. New Prince Concrete Construction Co., Inc. Hackensack, New Jersey	\$1,333,941.00
5. Concrete Construction Corp. South Hackensack, New Jersey	\$1,351,713.70
6. Smith-Sondy Wallington, New Jersey	\$1,482,630.11*
7. Flanagan's Contracting Group, Inc. Hillsborough, New Jersey	\$1,575,189.84
8. Top Line Construction Corp. Somerville, New Jersey	\$1,856,642.22

\* Corrected Bid Amount

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

**WHEREAS**, funds for this project are being provided by the New Jersey Department of Transportation, Bureau of Local Aid and Newark Avenue City Capital Funds; and

JUN 23 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOGI CONSTRUCTION, INC. FOR NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 ADDITIONAL SIDE STREET WORK JERSEY CITY PROJECT NO. 09-006X FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

Account No. 02-213-40-074-314 (NJDOT ATP 2010 GRANT)	P.O.# 100123	\$ 1,000,568.52
Account No. 04-215-55-880-990 (NJDOT NON- PARTICIPATING WORK: NEWARK AVE CITY CAPITAL)	P.O.# 100121	\$ 185,193.00
<b>Total Base Bid + Alternate A</b>		<b>\$ 1,185,761.52</b>
Account No. 04-215-55-880-990 (NEWARK AVE CITY CAPITAL) 20% CONTINGENCY	P.O.# 100122	\$ 237,152.30
<b>Total Encumbrance</b>		<b>\$ 1,422,913.82</b>

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

1. The said bid of the aforementioned **Jogi Construction, Inc.**, be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and
2. That upon certification by an official or employee of the City authorized to attest that the contract has complied with the construction plans and specifications in all respects, and the requirements of the contract met, then; payment to the Contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq. and
3. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Jersey City Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and
4. The award of this contract shall be subject to the approval of the New Jersey Department of Transportation, Bureau of Local Aid- Newark; and
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

City Clerk File No. Res. 10-415

Agenda No. 10.S

TITLE: JUN 23 2010

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOGI CONSTRUCTION, INC. FOR NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 ADDITIONAL SIDE STREET WORK JERSEY CITY PROJECT NO. 09-006X FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

I Donna Mauer, Donna Mauer as Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law N.J.S.A.40A:4-1 et. seq.

Department of Administration, Division of Engineering, Traffic & Transportation

Account No. 02-213-40-074-314 P.O.# 100123 \$ 1,000,568.52  
(NJDOT ATP 2010 GRANT)

Account No. 04-215-55-880-990 P.O.# 100121 \$ 185,193.00  
(NJDOT NON- PARTICIPATING WORK: NEWARK AVE CITY CAPITAL)

**Total Base Bid + Alternate A \$ 1,185,761.52**

Account No. 04-215-55-880-990 P.O.# 100122 \$ 237,152.30  
(NEWARK AVE CITY CAPITAL) 20% CONTINGENCY

**Total Encumbrance \$ 1,422,913.82**

Approved: [Signature] 6/4/10  
Chuck F. Lee, P.E., City Engineer

Approved: \_\_\_\_\_  
Peter Folgado, Acting Director, Purchasing

APPROVED: \_\_\_\_\_  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

## RESOLUTION FACT SHEET

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

### 1. Full Title of Resolution Agreement:

Resolution authorizing the award of a contract to Jogi Construction, Inc. for Newark Avenue Roadway Improvements Phase 3, Additional Side Street Work Jersey City Project No. 09-006X for the Department of Administration, Division of Engineering, Traffic and Transportation.

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

John Mucha, P.E. Supervising Engineer

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

Award a contract to the lowest bidder **Jogi Construction, Inc.** in the total base bid amount plus alternate A of \$ 1,185,761.52.

<u>LIST OF BIDDERS</u>	<u>BASE BID + ALTERNATE A</u>
1. Jogi Construction, Inc. Edison, New Jersey	\$1,185,761.52
2. English Paving Co., Inc. Clifton, New Jersey	\$1,243,273.26
3. Joseph M. Sanzari, Inc. Hackensack, New Jersey	\$ 1,331,877.45*
4. New Prince Concrete Construction Co., Inc. Hackensack, New Jersey	\$1,333,941.00
5. Concrete Construction Corp. South Hackensack, New Jersey	\$1,351,713.70
6. Smith-Sondy Wallington, New Jersey	\$1,482,630.11*
7. Flanagan's Contracting Group, Inc. Hillsborough, New Jersey	\$1,575,189.84
8. Top Line Construction Corp. Somerville, New Jersey	\$1,856,642.22

\*Corrected Bid Amount

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

Newark Avenue and accompanying side streets are currently in poor condition with deteriorating curbs, sidewalks, asphalt pavement, traffic striping and a lack of traffic signs.

This project will complete streetscape improvements on side streets which the ARRA Grant for Jersey City Project No. 09-006 Newark Avenue Roadway Improvements would not participate in the cost of. These improvements shall consist of new charcoal gray concrete curb and sidewalk, handicapped curb ramps with detectable warning surface, reconstruction of basement and coal storage vaults under the sidewalk as required, decorative street lights, replacement and/or resetting of catchbasins, water valve box and manhole castings, milling and resurfacing of the roadway, new traffic striping and signs, polymer-resin imprinted crosswalks, planting of new trees in traditional tree pits, decorative benches, and trash receptacles, and reconstruction of the asphalt driveway for the Consolidated Firehouse at the south west corner of Newark Avenue and Merseles Street.



**EEO/AFFIRMATIVE  
ACTION  
REQUIREMENTS  
CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
Contracts should be directed to:

Jeana P. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: abuanJ@jcnj.org

Revised 11/2008

**EXHIBIT B****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, 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 agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

**EXHIBIT B (Cont)**

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

**EXHIBIT B (Cont)**

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(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,

**EXHIBIT B (Cont)**

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

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

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

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

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

**EXHIBIT B**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Construction Contracts

(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Gina Becker

President

Representative's Signature: Gina Becker

Name of Company: Jqi Construction Inc.

Tel. No.: 732-549-1771 Date: 5-06-2010

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violates 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): Gina Becker / President  
Representative's Signature: [Signature]  
Name of Company: Jag Construction Inc.  
Tel. No.: 732-549-1771 Date: 5-06-2010

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 : Jog Construction Inc.  
Address : 79 Wood Ave. Edison, N.J. 08820  
Telephone No. : 732-549-1771  
Contact Name : Gina Becker

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.

40 107 020

**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 : Jagi Construction Inc  
Address : 29 Wood Ave. Edison, NJ 08820  
Telephone No. : 732-549-1771  
Contact Name : Gina Becker

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.

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

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

Project: Phase III Newark Ave. Roadway Imp. # 09-006X

Contractor: Jogj Construction Inc Bid Amt. \$ 1,114,922.02

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Plumbing	\$11,575-			✓
Electric	7172-			✓
Milling / Paving	\$162,000-			✓
Struct. Steel	24750-			✓

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

CONTINUED ON NEXT PAGE

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

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

Project: Phase III Newark Ave. Roadway Imp. # 09-006X

Contractor: Jagi Construction Inc Bid Amt. \$ 1,114,922.02

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Plumbing	\$11,575			✓
Electric	\$7,172			✓
Milling / Paving	\$162,000.-			✓
Struct Steel	\$24,750.-			✓

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

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project # 09-006X Phase III Newark Ave Roadway Improvement

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
Plumbing	Vincent Zignelli Plumbing	\$11575			✓
Electric	Tiffany Electric	\$7175			✓
Milling/Graving	Lucas Const. Group	\$62,000			✓
Struct Steel	Integrity Iron	\$24,750			✓

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

Contacting All Unions + informing them of minority requirements for jobs + all minority subs + vendors

Name of Contractor: Jog Construction Inc.

by: Signature Gina Becker

Type or print name/title: Gina Becker / President

Tel: No. 732-549-1771 Date: 5-06-2010

For City use:

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

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

MWB3 page 2 - Project # 09-006X Phase III Newark Ave. Roadway Improvements

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
Plumbing	Vincent Zicselli Plumb	\$11575			✓
Electric	Tiffany Electric	\$7175			✓
Milling / Paving	Lucas Const. Group	\$162,000			✓
Struct Steel	Integrity Iron	\$24750			✓

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

Contacting all Unions + informing them of Minority Requirements for jobs + all Minority Set-As + Vendors

Name of Contractor Jogi Construction Inc.

by: Signature Gina Becker

Type or print name/title: Gina Becker / President

Tel: No. 732-549-1771 Date: 5-06-2010

For City use:

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

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



**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)  
MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Construction Contracts**

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:11-2).

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

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

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 126  
TRENTON, NJ 08646

TAXPAYER NAME: TAX REG TEST ACCOUNT

TAXPAYER IDENTIFICATION#: 970-097-282/600

ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611

ISSUANCE DATE: 07/14/04

*Jill S. Truby*  
Director

This Certificate is NOT valid unless accompanied by a copy of the appropriate license or permit.

 **STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
<b>For Office Use Only:</b>	
2004(01-4)12823533	

Revised April 6, 2010

Minority/Women Business Participation  
In City Construction Contracts  
City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

## I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

## II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

### III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:
- Minority Owned .....20% of total dollar amount of contract
- Woman owned .....5% of dollar amount of contract

### IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work.

Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . .", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form MWB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder ( or three lowest responsible bidders ) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder ( or three lowest ) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a

hearing in accordance with applicable law ( local, state and federal).

5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

## II Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:  
JOGI CONSTRUCTION INC

TRADE NAME:

ADDRESS:  
28 KEYES STREET  
FLORHAM PARK NJ 07932  
EFFECTIVE DATE:

SEQUENCE NUMBER:

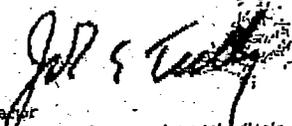
000584

ISSUANCE DATE:

11/03/04

02/22/99

Director



FORM-BRC(08-01)

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

Certificate Number  
632838

Registration Date: 08/26/2008  
Expiration Date: 08/25/2010



# 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:

# 2008 Job Competition

Responsible Representative(s):  
Gina Becker, President

David J. Scicolow, Commissioner  
Department of Labor and Workforce Development

This certificate may not be transferred or assigned.

JON S. CORZINE  
Governor



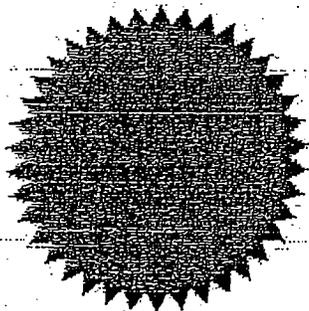
Virginia Bauer  
Chief Executive Officer/Secretary

# CERTIFIED

*by the*  
NEW JERSEY COMMERCE & ECONOMIC GROWTH COMMISSION  
OFFICE OF DEVELOPMENT FOR SMALL BUSINESS  
AND WOMEN AND MINORITY BUSINESSES  
*under the*  
UNIFIED CERTIFICATION ACT

This certificate acknowledges JOGI CONSTRUCTION INC is a WBE owned and controlled company, which has met the criteria established by New Jersey N.J.A.C.12A:11-1.1 et seq.

This certification will remain in effect for one year from this date of this notice. Not more than 20 days before or 10 days after the expiration of this initial certification notice you must submit an Annual Verification Statement attesting that the ownership and control of the business, on which this certification is granted, has not changed. This office must be notified within 20 days of any material changes in the business which affect ownership and control. Failure to do so will result in an immediate revocation of this certification and/or imposition of other sanctions. You will not be required to submit another Unified Certification Application for a period of 5 years. Please reference the certification number below on all correspondence directed to this office.



*Nina E. Moseley*

Nina E. Moseley  
Director

Certificate Number: 27350-15

Issued: May 23 2006

Expiration: May 22, 2011

JON S. CORZINE  
Governor



DAVID ROUSSEAU  
State Treasurer

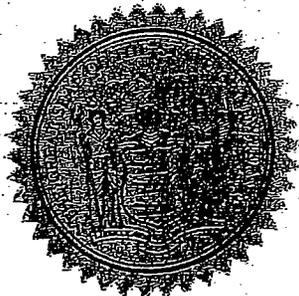
## APPROVED

*by the*  
Department of the Treasury  
Division of Minority and Woman Business Development  
*under the*  
Small Business Set-Aside Act  
and  
Women and Minority Certification Program

This certificate acknowledges **JOGI CONSTRUCTION INC** as a **Category 4** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Certification Number: 48277-15

*Nina E. Moseley*

Nina E. Moseley  
Senior Director

Issued: June 19, 2009

Expiration: June 18, 2012

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STATE OF NEW JERSEY

NEW JERSEY CAMPAIGN FINANCING AND LOBBYING DISCLOSURE

ELECTION LAW ENFORCEMENT COMMISSION



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### Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: [Pay to Play 08-17-09.pdf](#)

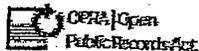
Confirmation number : 20083006524

Business Entity Name : Jogi Construction Inc.

Filing Year : 2008

The information was received on : 08/17/2009

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New Jersey Election Law Enforcement Commission, P.O. Box 185, Trenton, NJ 08625-0185  
Tel. (609) 292-8700 or Toll Free within NJ 1-888-313-ELEC (3532)



**BUSINESS ENTITY ANNUAL STATEMENT**  
**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**  
 (609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

**FORM BE**

THIS FORM MUST BE ELECTRONICALLY FILED AT:  
[www.elec.state.nj.us](http://www.elec.state.nj.us)

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

**Part 1: General Information**

Date of Statement August 17, 2009 Activity for Calendar Year 2008  Check if Amendment

**Part 2: Business Entity Information**

Business Name Jogi Construction Inc. Business Type Other Business Organization

Address 1 29 Wood Ave.

Address 2 \_\_\_\_\_

City Edison State New Jersey Zip 08820

\*(Area Code) Telephone Number 732-549-1771

**ACKNOWLEDGEMENT**

I have been authorized by the above named business entity to complete the annual statement.

First Name Cathy Last Name Carroll

Title/Position Controller Date August 17, 2009

\*(Area Code) Telephone Number 732-549-1771

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

Check this box if the business entity has not made any reportable contributions during the calendar year.

\*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

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

City Clerk File No. Res. 10-416

Agenda No. 10.T

Approved: JUN 23 2010

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY FOR THE PERIOD FROM MAY 6, 2010 to MAY 5, 2011 INCLUSIVE IN CONNECTION WITH THE AUTHORIZATION AND SALE OF CITY OBLIGATIONS AND THE PROVISION OF RELATED SPECIAL COUNSEL LEGAL SERVICES

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

**WHEREAS**, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

**WHEREAS**, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

**WHEREAS**, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

**WHEREAS**, Gluck Walrath, LLP possess the qualifications and expertise to provide these professional legal services; and

**WHEREAS**, Gluck Walrath, LLP agreed to provide all necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

**WHEREAS**, the agreement authorized is effective as of May 6, 2010 and shall end on May 5, 2011, inclusive; and

**WHEREAS**, the total amount of the contract shall not exceed the sum of \$225,000; and

**WHEREAS**, funds in the amount of \$225,000 are available in Account No. 04 215 55 878 990; 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**, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

**WHEREAS**, Gluck Walrath, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

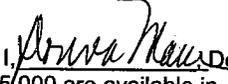
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

## TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY FOR THE PERIOD FROM MAY 6, 2010 to MAY 5, 2011 INCLUSIVE IN CONNECTION WITH THE AUTHORIZATION AND SALE OF CITY OBLIGATIONS AND THE PROVISION OF RELATED SPECIAL COUNSEL LEGAL SERVICES**

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Gluck Walrath, LLP, for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on May 6, 2010 and ending on May 5, 2011 for a total contract amount not to exceed \$225,000.00 which is based on the following fee schedule:
  - A. For services rendered with respect to permanent obligations the transactional fee shall be \$3,500 plus \$1.00 per \$1,000 of permanent obligations issued and with respect to temporary obligations, the transactional fee shall be \$0.50 per \$1,000 of temporary obligations with a minimum fee of \$2,500. Review of any Preliminary or Final Official Statement and review of any Local Finance Board application is included in such transactional fee.
  - B. For services rendered in connection with the preparation of the Official Statement or Local Finance Board application an additional transactional fee not to exceed \$7,500 for preparation of the Official Statement and not to exceed \$3,000 for preparation of the Local Finance Board application shall be charged.
  - C. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals set forth in the agreement attached hereto. These rates range from \$80.00 to \$325.00 per hour depending on the attorney or paralegal involved.
  - D. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in C. above.
2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(I).
3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
5. The award of this contract shall be subject to the condition that Gluck Walrath, LLP, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;
6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

J.A.  
6/16/10

  
Donna Mauer, Chief Financial Officer certify that funds in the amount of \$225,000 are available in Account No. No. 04 215 55 878 990 PO 100248.

City Clerk File No. Res. 10-416

Agenda No. 10.T

TITLE:  
**JUN 23 2010**

APPROVED: *Donna Maney CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**  
**6/23/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

## AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Gluck Walrath, LLP. (hereinafter referred to as "Special Counsel").

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

### ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Special Counsel to provide all necessary legal services required to consummate the authorization, issuance, sale and delivery of City obligations.

### ARTICLE II Scope of Services

1. Special Counsel is hereby retained as an independent contractor and shall perform for the City legal services in connection with the authorization, issuance, sale and delivery of City obligations including but not limited to bonds, bond anticipation notes, school promissory notes, tax appeal refunding notes, restructuring and other obligations of the City in the tax-exempt securities market.

2. Such described services shall be performed during a period commencing on May 6, 2010 and ending on May 5, 2011.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Special Counsel. Any modifications which increase the compensation of Special Counsel shall require the prior authorization of the governing body of the City.

### ARTICLE III Billing Practices and Other Guideline Procedures

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

The City expects that the Special Counsel will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, Special Counsel shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. Special

Counsel will pay all third-party service providers directly and will bill the City for those services and provide detailed disbursements in monthly invoices. This City will not accept separate invoices from service providers submitted directly to the City for payment.

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

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

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

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

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

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

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

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

ARTICLE IV  
Compensation and Payment

1. The total fee payable to Special Counsel for the entire term of this Agreement shall not exceed \$225,000.00, including expenses. This amount is based on the following fee schedule:

- A. For services rendered with respect to permanent obligations the transactional fee shall be \$3,500 plus \$1.00 per \$1,000 of permanent obligations issued and with respect to temporary obligations, the transactional fee shall be \$0.50 per \$1,000 of temporary obligations with a minimum fee of \$2,500. Review of any Preliminary or Final Official Statement and review of any Local Finance Board application is included in such transactional fee.
- B. For services rendered in connection with the preparation of the Official Statement or Local Finance Board application an additional transactional fee not to exceed \$7,500 for preparation of the Official Statement and not to exceed \$3,000 for preparation of the Local Finance Board application shall be charged.
- C. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals set forth below. These rates range from \$60.00 to \$300.00 per hour depending on the attorney or paralegal involved.

<u>Name</u>	<u>Hourly Rate</u>
Marsha Boutin, Legal Assistant	\$185.00
Lynn Besancon, Esquire	\$200.00
Patti Dixon, Legal Assistant	\$ 80.00
Howard J. Eichenbaum, Esquire	\$200.00
Howard J. Eichenbaum, Esquire	\$325.00 (tax advice only).
James G. Fearon, Esquire	\$200.00
Daniel Choi, Esquire	\$200.00
Christopher M. Walrath, Esquire	\$200.00

- D. In the event that services are provided that do not result in the issuance of permanent or temporary obligations, the fee to be charged shall be provided in C. above.

ARTICLE V  
Insurance

1. Special Counsel shall purchase and maintain the following insurance during the term of this Agreement:

- A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Special Counsel with not less than One Million (\$1,000,000) Dollars combined single limit for Bodily Injury and

Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Workmen's Compensation Insurance benefit securing compensation for the benefit of the employees of the Special Counsel in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

C. Professional Liability Insurance: covering as insured the Special Counsel with not less than ONE MILLION DOLLARS (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Special Counsel indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Special Counsel or any one employed by the Special Counsel. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

2. The Special Counsel agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the Special Counsel shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workmen's Compensation Insurance, shall be kept in force until submission of the Special Counsel's final invoice.

#### ARTICLE VI Termination

The City reserves the right to terminate this Agreement at any time at its convenience, in which event Special Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

#### ARTICLE VII Entire Agreement

This Agreement constitutes the entire agreement between City and Special Counsel. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either

party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VIII  
Assignment

Special Counsel shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

ARTICLE IX  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE X  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XI  
Counter-parts

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

ARTICLE XII  
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIII  
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XIV  
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XV  
Compliance with Equal Employment  
Opportunity/Affirmative Action Plan

(A) If the Agreement exceeds \$21,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. ( Equal Employment Opportunity and Affirmative Action provisions).

(B) This Agreement shall not become effective and Special Counsel shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

(C) Special Counsel shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1) A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

3) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4

ARTICLE XVI  
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

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

Gluck Walrath LLP  
428 River View Plaza  
Trenton, New Jersey 08611\_

ARTICLE XVII  
New Jersey Business Registration Requirements

The Special 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 Special Counsel 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, Special Counsel 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 XVIII  
City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its

subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

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

\_\_\_\_\_  
JOHN KELLY  
Business Administrator

ATTEST:

GLUCK WALRATH, LLP

\_\_\_\_\_

\_\_\_\_\_

**NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Managing Partner

of the firm of GluckWalrath LLP

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 2010

(TYPE OR PRINT NAME)  
OF AFFIANT

May 19  
\_\_\_\_\_  
Christopher M. Walrath

May 19  
Mary Ann L. Chakraborty  
\_\_\_\_\_  
NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 2012

I.D. No. 2368070

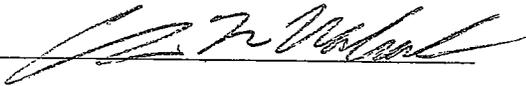
**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own ten percent (10%) or <  
**STOCKHOLDERS: Attach Separate Sheet with Headings**

Name	Address	% owned
Michael H. Gluck	118 Rolling Hill Road Skillman, NJ 08558	39.214
Christopher M. Walrath	48 Buttonwood Drive Fair Haven, NJ 07704	39.214
James G. Fearon	24 Westminister Drive Princeton Junction, NJ 08550	9.714

**PUBLIC DISCLOSURE INFORMATION (CONTINUED)**

SIGNATURE: 

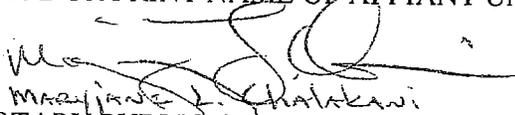
TITLE: Managing Partner

SUBSCRIBED AND SWORN BEFORE ME THIS DAY OF May 19 2010



Christopher M. Walrath

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)



NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 2012

I.D. No. 2368020

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contract**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO 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 he/she received, read, and is aware of the 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**

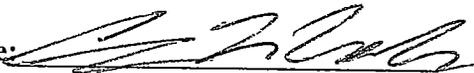
**(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .**

**Representative's Name/Title (Print):**

Christopher M. Walrath, Managing Partner

**Representative's Signature:**



GluckWalrath LLP

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

Tel. No.: 609-278-1900 Date: 5/19/10

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**Representative's Name/Title Print):** \_\_\_\_\_ Christopher M. Walrath, Managing Partner

**Representative's Signature:** 

**Name of Company:** \_\_\_\_\_ GluckWalrath LLP

**Tel. No.:** 609-278-1900      **Date:** 5/19/10

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

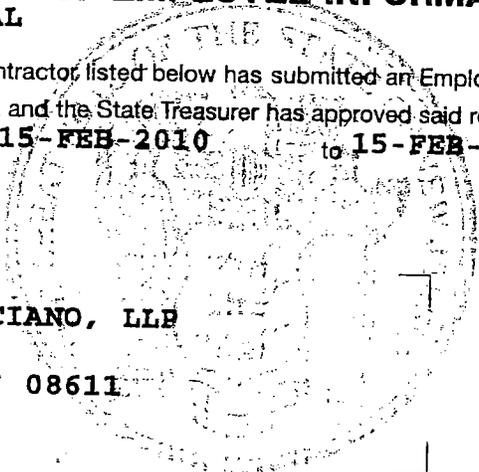
(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the

**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-FEB-2010** to **15-FEB-2017**



**GLUCK, WALRATH & LANCIANO, LLP**  
**428 RIVER VIEW PLAZA**  
**TRENTON NJ 08611**

Acting State Treasurer

Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-3 1 and N.J.A.C. 17:27.

COMPANY: GluckWalrath LLP

SIGNATURE: 

DATE: 5/19/10

PRINT

NAME: Christopher M. Walrath

TITLE:

Managing Partner

**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: GluckWalrath LLP

Address: 428 River View Plaza, Trenton, NJ 08611

Telephone No.: 609-278-1900

Contact Name: Christopher M. Walrath

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**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: GluckWalrath LLP

Address: 428 River View Plaza, Trenton, NJ 08611

Telephone No.: 609-278-1900

Contact Name: Christopher M. Walrath

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

**EXHIBIT J**

**CERTIFICATION OF COMPLIANCE WITH THE  
CITY OF JERSEY CITY  
ORDINANCE #08-128**

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

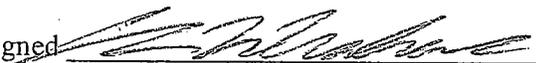
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that GluckWalrath LLP (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 GluckWalrath LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

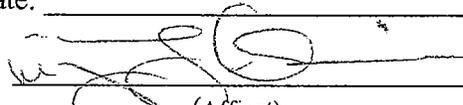
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: GluckWalrath LLP

Signed  Title: Managing Partner

Print Name Christopher M. Walrath Date: 5/19/2010

Subscribed and sworn before me  
this 19<sup>th</sup> day of May, 2010.

  
(Affiant)

My Commission expires: 12/17/2012

Maeynae L. Chakbani Notary  
(Print name & title of affiant) (Corporate Seal)

I.D. No. 2368020

\*\*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.

**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-FEB-2010** to **15-FEB-2017**

**GLUCK, WALRATH & LANCIANO, LLP**  
**428 RIVER VIEW PLAZA**  
**TRENTON NJ 08611**



Acting State Treasurer

**EXHIBIT D**

**BUSINESS REGISTRATION CERTIFICATE**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
GLUCK WALRATH LLP

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
753-089-245/000

SEQUENCE NUMBER:  
1084535

ADDRESS:  
428 RIVERVIEW PLAZA  
TRENTON NJ 08611

ISSUANCE DATE:  
09/08/04

EFFECTIVE DATE:  
12/16/02

*J.P. & Tully*  
Acting Director

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 10-417

Agenda No. 10.U

Approved: JUN 23 2010



TITLE: **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, AND DORIA, CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND STATE GRANT PROGRAMS FOR FISCAL YEAR 2010**

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

**WHEREAS**, pursuant to N.J.S.A. 40A:5-4 et seq., the City is required to perform an annual audit of Financial Statements and Federal and State Grant Programs; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(a)(ii) authorizes the City to award a contract without public advertising for bids if the contract is for professional services rendered or performed by a person authorized by law to practice a recognized profession; and

**WHEREAS**, the City of Jersey City posted its RFQ for these services on its website and received one (1) proposal from Donohue, Gironda, and Doria, Certified Public Accountants in response to its RFQ; and

**WHEREAS**, the proposal submitted by Donohue, Gironda, and Doria, Certified Public Accountants satisfies the City's requirements; and

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

**WHEREAS**, Donohue, Gironda, and Doria, Certified Public Accountants has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

**WHEREAS**, the total contract amount is not to exceed \$360,000; and

**WHEREAS**, pursuant to N.J.A.C. 50:30-5.5(e) the award of the contract shall be subject to the availability and appropriation of funds in the FY 2011 budget in account # 01-201-20-135-312; and

**WHEREAS**, if funds are not available for the contract in th 2011 temporary and permanent budget, the contract will be terminated; and

**WHEREAS**, the resolution authorizing the award an 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 Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached with Donohue, Gironda, and Doria, Certified Public Accountants for providing an annual audit of Financial Statements and Federal and State Grant Programs for a contract term of one

City Clerk File No. Res. 10-417

Agenda No. 10.U

TITLE: **JUN 23 2010**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, AND DORIA, CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND STATE GRANT PROGRAMS FOR FISCAL YEAR 2009**

(1) year commencing on July 1, 2010 and ending on June 30, 2011 for a total contract amount not to exceed \$360,000;

2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A 40A:11-1 et seq.;

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

*J.A.  
6/16/10*

4. The award of this contract shall be subject to the condition that Donohue, Gironda, and Doria, Certified Public Accountants, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

APPROVED: *Anna Maria C. O.*

APPROVED AS TO LEGAL FORM

APPROVED: *M. Kelly*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED **8-0-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	ABSTAINED			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

## AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of June, 2010 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Donohue, Gironda and Doria, Certified Public Accounts, 310 Broadway, Bayonne, New Jersey 07002. (hereinafter referred to as "Consultant").

### ARTICLE I

#### Purpose of Agreement

The purpose of this Agreement is for Consultant to conduct the annual audit of financial statements and state and federal grant programs for fiscal year 2010.

### ARTICLE II

#### Scope of Services

1. Consultants shall perform for the City all the required services in accordance with the Request for Qualifications ("RFQ") prepared by the City and Proposal dated June 2010, prepared by Consultant, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFQ, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of the Agreement, the RFQ and the Proposal, the provisions of this Agreement shall govern over the RFQ and the Proposal, and the provisions of the RFQ shall govern over the Proposal.

2. Such described services shall be performed during a period of twelve (12) months, effective July 1, 2010 and ending on June 30, 2011.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

### ARTICLE III

#### Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV  
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement shall not exceed \$360,000.

2. Compensation shall be due and payable to Consultant upon receipt of a monthly statement by the City from Consultant outlining services performed and/or rendered by Consultant on behalf of the City during that month. The monthly statement from Consultant shall specify the number of hours expended by Consultant during that monthly reporting period in the performance of services on behalf of the City. Consultant understands that said monthly statements must be submitted to the governing body of the City for approval prior to payment.

a. If additional services are required, the City will be billed based on the following hourly rates:

Partner	\$175
Manager	\$125
Senior Accountant	\$100
Other Staff	\$75

ARTICLE V  
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Agreement:

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Consultant with not less than Five Hundred Thousand (\$500,000) Dollars combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Worker's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Consultant in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

C. Professional Liability Insurance: covering as insured the Consultant with not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.) Limit of Liability.

1. The Comprehensive General Liability policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made form is unacceptable. Police must also include City of Jersey City and additional insured.

2. The Consultant agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workmen's Compensation Insurance, shall be kept in force until submission of the Consultant's final invoice.

ARTICLE VI  
Termination

1. Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon two (2) weeks written notice. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII  
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII  
Entire Agreement

This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX  
Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE X  
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XII  
Counter-parts

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

ARTICLE XIII  
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIV

## Severability

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

## ARTICLE XV

### Idulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

## ARTICLE XVI

### COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$21,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$21,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$21,000.00.

## ARTICLE XVII

### Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City  
Office of Chief Financial Officer  
City Hall, 280 Grove Street,  
Jersey City, N.J. 07302

Donohue, Girona & Doria  
Certified Public Accounts  
310 Broadway  
Bayonne, N.J. 07002

## ARTICLE XVIII

### New Jersey Business Registration Requirements

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

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

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

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

#### ARTICLE XVIV

##### Chapter 271 Political Contribution Disclosure

Consultant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20/13 (P.L. 2005, c.271) if the Consultant receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Consultant's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

---

ROBERT BYRNE  
City Clerk

---

JOHN KELLY  
Business Administrator

ATTEST:

---

Matthew A. Donohue  
Partner

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

City Clerk File No. Res. 10-418

Agenda No. 10.V

Approved: JUN 23 2010



**TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS JARDIM, ESQ. TO REPRESENT VARIOUS POLICE OFFICERS IN MATTER OF MATHAIS BOLTON V. CITY OF JERSEY CITY**

**WHEREAS**, Mathais Bolton filed a complaint in Federal District Court of New Jersey against the City of Jersey City, Police Officers Kevin Hill, Victor Vargas, Juan Berrios, Raymond McCray, Luis Matias, Michael Stise and Sanny Fernandez alleging assault, false arrest and violation of his civil rights; and

**WHEREAS**, the Corporation Counsel has determined that it was necessary to appoint outside counsel to represent Police Officers Victor Vargas, Kevin Hill, Juan Berrios, Raymond McCray, Luis Matias, Michael Stise and Sanny Fernandez in this matter; and

**WHEREAS**, Thomas Jardim, Esq., PO Box 2249, Morristown, New Jersey possesses the skills and expertise to perform these services; and

**WHEREAS**, special counsel agrees to provide these services at an hourly rate of \$125.00 per hour; and

**WHEREAS**, as a result of the complexity of this matter, additional services are required;

**WHEREAS**, because Berman, Sauter, Record & Jardim have exhausted the contract amount, it is necessary to extend the contract to increase the contract amount by an additional \$200,000; and

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

**WHEREAS**, in March 2009, 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**, Thomas Jardim, Esq. of Berman, Sauter, Record & Jardim submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, the law firm of Berman, Sauter, Record & Jardim 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 Berman, Sauter, Record & Jardim from making any reportable contributions during the term of the contract; and

**WHEREAS**, Berman, Sauter, Record & Jardim has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Berman, Sauter, Record & Jardim has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds are available for the cost of these services in Account No.: 10-14-298-56-000-856.

TITLE: **JUN 23 2010**

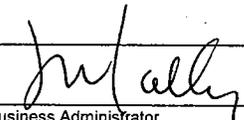
**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS JARDIM, ESQ. TO REPRESENT VARIOUS POLICE OFFICERS IN MATTER OF MATHAIS BOLTON V. CITY OF JERSEY CITY**

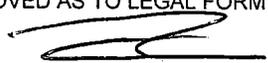
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The agreement awarded to Thomas Jardim, Esq., Berman, Sauter, Record & Jardim to represent Police Officers Victor Vargas, Kevin Hill, Juan Berrios, Raymond McCray, Luis Matias, Michael Stise and Sanny Fernandez in the matter of Mathais Bolton v. City of Jersey City, et al., be increased by an additional \$200,000 for a total amount of \$350,000.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. No. 10-14-298-56-000-856.

  
Peter Soriero, Risk Manager

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

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required   
Not Required

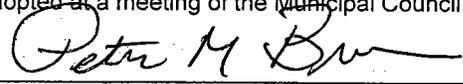
APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

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

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

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

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

Representative's Name/Title Print: Thomas C. Jardim, Secretary/Firm Partner  
Representative's Signature: [Signature]  
Name of Company: Berman, Butler, Record & Jardim, PC  
Tel. No.: 913-267-9600 Date: 9-14-09

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

### EXHIBIT A (Cont)

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions:

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

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

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

Representative's Name/Title (Print): Thomas C. Jardim,  
Secretary / Firm Partner  
 Representative's Signature: [Signature]  
 Name of Company: Berman, Sauter, Record & Jardim  
973-267-9600  
 Tel. No.: \_\_\_\_\_ Date: 9-14-09

**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 : Berman, Sauter, Record + Jardim, PC  
Address : P.O. Box 2249, Morristown, NJ 07962-2249  
Telephone No. : 973-267-9600  
Contact Name : Thomas C. Jardim

Please check applicable category :

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**CERT-1**

04/02/08

Taxpayer Identification# 222-237-229/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at 1-800-762-7272. We will be happy to assist you with your business needs.

*James J. Fuscone*  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

BERMAN, SAUTER, RECORD & JARDIM, P.C.

ADDRESS:

555 RIDGEDALE AVE  
MORRISOTWN NJ 07960

EFFECTIVE DATE:

01/26/79

TRADE NAME:

SEQUENCE NUMBER:

0088361

ISSUANCE DATE:

04/02/08

*James J. Fuscone*  
Director  
New Jersey Division of Revenue

Certification 21879

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2003** to **15-SEP-2010**



**RAMSEY BERMAN, P.C.**  
**222 RIDGEDALE AVENUE**  
**CEDAR KNOLLS NJ 07927**

*John E. Lawrence*

State Treasurer

*See attached documentation which confirms that Ramsey Berman, PC and Berman, Saletta, Record + Tardim are one and the same. We went through a simple name change in 2008.*

MAR-26-2008 14:30

RAMSEY BERMAN PC

Mar 26 2008 15:13

973 984 1945

P: 02/02

C-102A Rev 12/93

New Jersey Division of Revenue

Certificate of Amendment to the Certificate of Incorporation  
(For Use by Domestic Profit Corporations)



Pursuant to the provisions of Section 14A:9-2 (4) and Section 14A:9-4 (3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

- \* 1. The name of the corporation is: **Ramsey Berman, a Professional Corporation**
- 2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the **26<sup>th</sup>** day of **March**, 20**08**

Resolved, that Article **First** of the Certificate of Incorporation be amended to read as follows:

\* The name of the corporation is:  
**Berman, Sauter, Record & Jardim, P.C.**

- 3. The number of shares outstanding at the time of the adoption of the amendment was: **225**  
The total number of shares entitled to vote thereon was: **225**

If the shares of any class or series of shares are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable).

**Not Applicable**

- 4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively).

Number of Shares Voting for Amendment

**180**

Number of Shares Voting Against Amendment

**0**

- 5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. (Omit if not applicable). **Not Applicable**

- 6. Other provisions: (Omit if not applicable). **Not Applicable**

BY:   
Edward A. Berman, President  
(Signature)

Dated this **13** day of **March**, 20**08**

May be executed by the Chairman of the Board, or the President, or a Vice President of the Corporation.

81988860

J3698804

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

Signed [Signature] Title: Secretary / Firm Partner

Print Name Thomas C. Jardim Date: 9/14/09

Subscribed and sworn before me  
this 14 day of Sept. 2009.  
My Commission expires:

[Signature]  
(Affiant)

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

ELEANOR ALBERT  
A Notary Public of New Jersey  
My Commission Expires April 10, 2010

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

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

City Clerk File No. Res. 10-419

Agenda No. 10.W

Approved: \_\_\_\_\_



**TITLE:** RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN R. DINEEN OF THE LAW FIRM OF NETCHERT, DINEEN & HILLMANN TO REPRESENT MAYOR JERRAMIAH T. HEALY IN THE MATTER OF MARK RUSS v. CITY OF JERSEY CITY, MAYOR JERRAMIAH T. HEALY, ET AL.

WHEREAS, Mark Russ filed a complaint in the Superior Court of New Jersey against the City of Jersey City, Parking Authority of the City of Jersey City, Michael A. Holloway, Mayor Jerramiah T. Healy alleging violations of the Conscientious Employee Protection Act and § 1983 of the Civil Rights Act; and

WHEREAS, the Corporation Counsel has determined that it is necessary to appoint outside counsel to represent Mayor Jerramiah T. Healy in this matter; and

WHEREAS, John R. Dineen of the law firm of Netchert, Dineen and Hillmann, 294 Harrington Avenue, Closter, New Jersey 07624 possesses the skills and expertise to perform these services; and

WHEREAS, special counsel agrees to provide these services at an hourly rate of \$125.00 per hour, including expenses, for a total amount not to exceed \$75,000; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the City's Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann has completed and submitted a Business Entity Disclosure Certification which certifies that John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann 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 John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann from making any reportable contributions during the term of the contract; and

WHEREAS, John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann 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, in addition John R. Dineen of the law firm of Netchert, Dineen and Hillmann have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: 09-14-298-56-000-856.

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

*J.A.  
6/16/10*

1. An agreement is awarded John R. Dineen of the law firm of Netchert, Dineen and Hillman to represent Mayor Jerramiah T. Healy in the matter of Mark Russ v. City of Jersey City, et al. for a total amount of \$75,000, 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.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. 09-14-298-56-000-856.

\_\_\_\_\_  
Peter Soriero, Risk Manager

WM/igp  
6/16/10  
APPROVED: \_\_\_\_\_  
*[Signature]*  
Business Administrator

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

Certification Required   
Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

## AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and John R. Dineen of Netchert, Dineen & Hillmann. ("Special Counsel").

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

### Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide legal representation to Mayor Jerramiah T. Healy in connection with the matter of Mark Russ v. City of Jersey City, Parking Authority of the City of Jersey City, Michael A. Holloway, Jerramiah T. Healy

### Affidavit of Services

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

### Consideration

- A. For the above services, Special Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.
- B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment

by the City shall be made promptly in accordance with its procedures.

### **Billing Practices and Other Guidelines Procedures**

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

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

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

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

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

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

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

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

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

responsibility on a matter to another attorney or attorneys must be approved by the City.

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

### Assignment

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

### New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of

violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

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

### **Affirmative Action Plan**

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
  - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
  - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

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

**Attest:**

**City of Jersey City**

---

**Robert Byrne**  
City Clerk

---

**John Kelly**  
Business Administrator

**WITNESS:**

---

**Netchert, Dineen and Hillmann**

---

John R. Dineen

**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 Netchert, Dineen & Hillmann (name of business entity) has not made any reportable contributions in the **\*\*one-year period** preceding June 8th, 2010 (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 Netchert, Dineen & (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: Netchert, Dineen & Hillmann

Signed John R. Dineen Title: Partner

Print Name John R. Dineen Date: June 8th, 2010

Subscribed and sworn before me  
this 8 day of June, 2010.  
My Commission expires:

John R. Dineen  
(Affiant)  
(Print name & title of affiant) (Corporate Seal)

Stella Santopietro  
Stella Santopietro  
STELLA SANTOPIETRO  
Notary Public of New Jersey  
My Commission Expires 12 / 05 / 2011

**\*\*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.**

City Clerk File No. Ord. 08-128  
 Agenda No. INITIATIVE PETITION 1st Reading  
 Agenda No. T.A. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
 offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

**TITLE:**

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City  
 (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2008, c.271 (codified at N.J.S.A. 40A:11-31) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

**DEFINITIONS**

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

Continuation of City Ordinance 01-178 page 2

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and County political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:23-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecified services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

**SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS**

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$300 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$300 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

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Continuation of City Ordinance 08-128, page 3  
 An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure "Professional Services" or "Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this Act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable EIRC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-70 et seq.

Continuation of City Ordinance

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page

4

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-180

- James Carroll, 44 Terrace, Jersey City, New Jersey 07307
- Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
- Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302
- Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
- Shelly Skinner, 284 Pavonia, Jersey City, N.J. 07302

SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistency.

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Continuation of City Ordinance 08-528 Page 3

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(e) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

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

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

Certification Required   
Not Required

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

ORDINANCE NO. Ord. 08-128

TITLE

P.A.

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited to its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

MEMBER OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON	AYE	NAV	N.V.	COUNCILPERSON	AYE	NAV	N.V.	COUNCILPERSON	AYE	NAV	N.V.
BOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FLOP				FLOP			
LIPARI				RICHARDSON				VEGA, PRES.			

Indicates Vote: **JAMES F. MADOLETON**, **MAAON ADAILL**, **JAMES CARROLL**, **RAYLIE YUNKEL**, **SEBASTIAN GERNHEIM**, **STEVIE SCHUNDLER**, **TOM GIBBONS**, **MATHER TAYLOR**, **STEVE DAVISON**, **SHELLEY SCANNES**, **DANIEL LORAN**, **TOM WILSON**

MEMBER OF COUNCIL VOTE ON CLERK PUBLIC HEARING											
COUNCILPERSON	AYE	NAV	N.V.	COUNCILPERSON	AYE	NAV	N.V.	COUNCILPERSON	AYE	NAV	N.V.
BOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOP	✓			FLOP	✓		
LIPARI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

Indicates Vote: **DAN FALCON**, **ANTHONY ADRELLI**, **ANDREW HUSCH**, **MARALEY BONLES**, **TYNNE GALEA**

MEMBER OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAV	N.V.	COUNCILPERSON	AYE	NAV	N.V.	COUNCILPERSON	AYE	NAV	N.V.
BOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FLOP				FLOP			
LIPARI				RICHARDSON				VEGA, PRES.			

Indicates Vote

MEMBER OF PUBLIC HEARING VOTE											
COUNCILPERSON	AYE	NAV	N.V.	COUNCILPERSON	AYE	NAV	N.V.	COUNCILPERSON	AYE	NAV	N.V.
BOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOP	✓			FLOP	✓		
LIPARI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

Indicates Vote

Initiated by Petition Certified August 20, 2008

SEP 0 3 2008

Adopted on second and final reading after hearing on

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

[Signature]  
 Robert Byrne, City Clerk

APPROVED:  
[Signature]  
 Matthew Vega, Jr., Council President

Date: SEP 0 3 2008

APPROVED:  
[Signature]  
 Matthew T. Young, Mayor

Date to Mayor: SEP 0 4 2008

\*Amendment(s):

## 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. 27), 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. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." (N.J.S.A. 19:44A-20.26(b)) The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

<sup>1</sup> 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

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dea/igs/lfs/lfnmenu.shtml](http://www.nj.gov/dea/igs/lfs/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dea/igs/p2p](http://www.nj.gov/dea/igs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006- for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.





# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: [abuanj@icnj.org](mailto:abuanj@icnj.org)

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

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

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

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

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

John R. Dineen, Partner

Representative's Name/Title Print):

Representative's Signature:

Name of Company: Netchert, Dineen & Hillmann

Tel. No.: 201-784-1046 / 201-656-3000

Date: June 8, 2010

**EXHIBIT A****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICES 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

**EXHIBIT A (Cont)**

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

**EXHIBIT 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): \_\_\_\_\_  
 John R. Dineen, Partner  
 Representative's Signature: John R. Dineen  
 Name of Company: Netchert, Dineen & Hillmann  
(201) 784-1046 / (201) 656-3000

Date: June 8, 2010

**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 : Netchert, Dineen & Hillmann

Address : 294 Harrington Ave., Closter, NJ 07624 and  
280 Baldwin Ave., Jersey City, NJ 07306

Telephone No. : (201) 784-1046 and (201) 656-3000

Contact Name : John R. Dineen, Partner

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**

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)  
MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

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:11-2).

**"New Jersey Business Registration Requirements"**

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section c 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."

09/23/04

Taxpayer Identification# 223-376-363/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)282-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08648-0252

TAXPAYER NAME:  
NETCHERT, DINEEN & HILLMAN  
TAXPAYER IDENTIFICATION#:  
223-376-363/000

ADDRESS:  
280 BALDWIN AVENUE STE 3  
JERSEY CITY NJ 07306-1315

EFFECTIVE DATE:  
01/01/98

FORM-BRC(08-01)

TRADE NAME:  
NETCHERT, DINEEN & HILLMANN, ESQS.  
SEQUENCE NUMBER:  
1000301  
ISSUANCE DATE:  
09/23/04

*John E. Tully*  
Acting Director

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

Certification 22121  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2003 to 15-NOV-2010



**NEITCHERT, DINEEN & HILLMAN, ATTORNEYS AT LAW**  
**280 BALDWIN AVENUE**  
**JERSEY CITY NJ 07306**

*John E. Lawrence*

State Treasurer

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

City Clerk File No. \_\_\_\_\_ Res. 10-419

Agenda No. \_\_\_\_\_ 10.W

Approved: \_\_\_\_\_ JUN 23 2010



**TITLE:** RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN R. DINEEN OF THE LAW FIRM OF NETCHERT, DINEEN & HILLMANN TO REPRESENT MAYOR JERRAMIAH T. HEALY IN THE MATTER OF MARK RUSS v. CITY OF JERSEY CITY, MAYOR JERRAMIAH T. HEALY, ET AL.

WHEREAS, Mark Russ filed a complaint in the Superior Court of New Jersey against the City of Jersey City, Parking Authority of the City of Jersey City, Michael A. Holloway, Mayor Jerramiah T. Healy alleging violations of the Conscientious Employee Protection Act and § 1983 of the Civil Rights Act; and

WHEREAS, the Corporation Counsel has determined that it is necessary to appoint outside counsel to represent Mayor Jerramiah T. Healy in this matter; and

WHEREAS, John R. Dineen of the law firm of Netchert, Dineen and Hillmann, 294 Harrington Avenue, Closter, New Jersey 07624 possesses the skills and expertise to perform these services; and

WHEREAS, special counsel agrees to provide these services at an hourly rate of \$125.00 per hour, including expenses, for a total amount not to exceed \$75,000; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the City's Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann has completed and submitted a Business Entity Disclosure Certification which certifies that John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann 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 John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann from making any reportable contributions during the term of the contract; and

WHEREAS, John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, John R. Dineen of the Law Firm of Netchert, Dineen & Hillmann 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, in addition John R. Dineen of the law firm of Netchert, Dineen and Hillmann have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: 09-14-298-56-000-856.

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

*J.A.  
6/16/10*

1. An agreement is awarded John R. Dineen of the law firm of Netchert, Dineen and Hillman to represent Mayor Jerramiah T. Healy in the matter of Mark Russ v. City of Jersey City, et al. for a total amount of \$75,000, 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.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. 09-14-298-56-000-856.

*[Signature]*  
Peter Soriero, Risk Manager

WM/igp  
6/16/10  
APPROVED: \_\_\_\_\_  
*[Signature]*  
Business Administrator

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

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-420  
 Agenda No. 10.X  
 Approved: \_\_\_\_\_  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING SETTLEMENT OF  
 THE SUIT OF CARL CARABALLO-DEGAN AGAINST  
 THE CITY OF JERSEY CITY, ET AL., CIVIL ACTION  
 NO. 08-CV-3165(WJM)(MF)**

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

**WHEREAS**, a suit was filed against the City of Jersey City and various police officers of the Jersey City Police Department, in the United States District Court for the District of New Jersey under Civil Action No: 08cv3165; and

**WHEREAS**, the Complaint alleges that the defendants deprived the plaintiff of his civil rights secured under the Constitution of the United States because plaintiff was assaulted and battered and did not receive immediate medical treatment as a direct result of actions taken by members of the Jersey City Police Department; and

**WHEREAS**, the Corporation Counsel has recommended a settlement of \$150,000; and

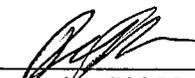
**WHEREAS**, the plaintiff has agreed to this settlement and has signed the required releases; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Accounts.

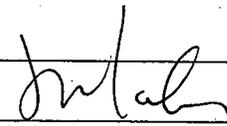
**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$150,000;
2. The Jersey City Insurance Fund Commission be authorized to issue a check for this amount in full settlement of this claim.

I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Account.

  
 Peter Soriero, Risk Manager

SV/dc

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

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

Certification Required   
 Not Required

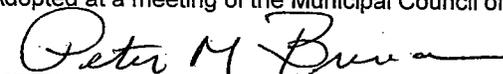
APPROVED **9-0**  
 6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-421

Agenda No. 10.Y

Approved: JUN 23 2010

TITLE:



**RESOLUTION (1) INTRODUCING AND APPROVING THE FY2010 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET**

**COUNCIL**

offered and moved adoption of the following Resolution:

**WHEREAS**, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 94-024**, the City of Jersey City established the Journal Square Special Improvement District (JSSID) to be operated by the Journal Square Special Improvement District Management Corporation; and

**WHEREAS**, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

**WHEREAS**, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

**WHEREAS**, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

**WHEREAS**, the District Management Corporation of Journal Square Special Improvement District has submitted its 2010 fiscal year budget, July 1, 2010 – June 30, 2011 to the Council, a copy of which is attached hereto as Exhibit A; and

**NOW, THEREFORE BE IT RESOLVED**, with a majority of the full membership of the Council concurring that:

1. The 2010 fiscal year budget, July 1, 2010 – June 30, 2011 of the Journal Square Special Improvement District, attached hereto as Exhibit A, was approved by the Journal Square Special Improvement District at its April 20, 2010 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
- (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
- (b) at least 10 days prior to the date of the hearing publish a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and publish a copy of the entire budget in a newspaper of general circulation;
- (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
- (d) at least 10 days before the date of the scheduled hearing
  - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
  - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
  - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2010.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											6/23/10
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M Brennan*

Peter M. Brennan, President of Council

*Robert Byrne*

Robert Byrne, City Clerk



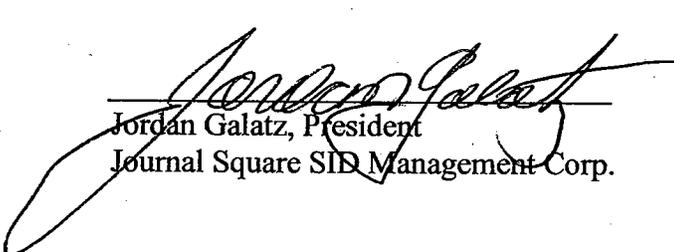
**RESOLUTION RECOMMENDING THE 2011 FISCAL YEAR BUDGET  
OF THE JOURNAL SQUARE SPECIAL  
IMPROVEMENT DISTRICT MANAGEMENT CORPORATION  
(JOURNAL SQUARE RESTORATION CORPORATION)**

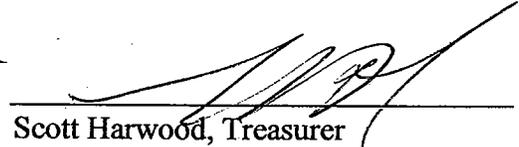
**WHEREAS**, pursuant to Article II, Section 12 of the By-Laws of the Journal Square Special Improvement District Management Corporation (Journal Square Restoration Corporation) and Ordinance 94-105 of the City of Jersey City (amending in its entirety Jersey City Ordinance #94-024); and

**WHEREAS**, under NJSA 40:56-80, the District Management Corporation must submit an annual budget for approval by the Municipal Council; such budget must include an estimate of the annual costs of operating the district;

**NOW, THEREFORE BE IT RESOLVED THAT**

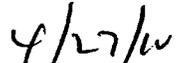
1. The Journal Square Improvement District Management Corporation (Journal Square Restoration Corporation) held its 2010 Annual Meeting on Tuesday, April 20, 2010 at the Hudson County Community College, 70 Sip Avenue, Jersey City, NJ in accordance with its By-Laws;
2. A quorum was in attendance in accordance with Article 1, Section 6 of the By-Laws of the Journal Square Special Improvement District Management Corporation (Journal Square Restoration Corporation);
3. The 2011 Fiscal Year Budget, covering the twelve-month period July 1, 2010 through June 30, 2011, in the amount of \$1,421,000.00 was moved and seconded, and recommended by the general membership for submission to the City Council of the City of Jersey City for adoption.

  
Jordan Galatz, President  
Journal Square SID Management Corp.

  
Scott Harwood, Treasurer  
Journal Square SID Management Corp.

CERTIFIED to be a true copy of the RESOLUTION adopted by the Journal Square SID Management Corp. at its meeting on April 20, 2010.

  
Elliot Braha, Secretary  
Journal Square SID Management Corp.

  
Date

**D SID Budget Application for FY11-UEZ/SID-Reallocated**

Journal Square Restoration Corporation  
4 PATH Plaza, Jersey City, NJ 07306

Date Submitted: District Approved 4/20/10

See Below * Items	Funds Provided by UEZ	SID/Private Matched	SID/Private Unmatched	Totals
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**REVENUES**

Private - (each source must be itemized)

A7	Journal Square SID Assessment		\$ 673,000.00		\$ 673,000.00
A8	Private In-kind				
A9	Private Cash			\$ 75,000.00	\$ 75,000.00

UEZ/Public - (Each source must be itemized)

A12	Public-UEZ	\$ 673,000.00			\$ 673,000.00
A13	Public-City				

<b>TOTAL REVENUES</b>		\$ 673,000.00	\$ 673,000.00	\$ 75,000.00	\$ 1,421,000.00
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**EXPENSES**

Administrative Items

A18	Rent (In-Kind)				\$ -
A19	Insurance		\$ 5,000.00		\$ 5,000.00
A20	Equipment		\$ 10,500.00		\$ 10,500.00
A21	Supplies		\$ 4,500.00		\$ 4,500.00
A22	Audit/Filing		\$ 8,000.00		\$ 8,000.00
A23	Legal		\$ 1,500.00		\$ 1,500.00
A24	Parking & Storage		\$ 4,500.00		\$ 4,500.00
A25	Dues, Subscriptions, Memberships		\$ 250.00		\$ 250.00
A26	Utilities (In-Kind)				\$ -
A27	Telephone		\$ 4,200.00		\$ 4,200.00
A28	Loan Payments/Interest/Late Charges				\$ -
A29	Contingencies/Unprogrammed				\$ -
<b>Administrative Items Subtotals</b>		\$ -	\$ 38,450.00	\$ -	\$ 38,450.00

Administration

A32	Management Fees		\$ 115,000.00		\$ 115,000.00
A33	Salaries				\$ -
A34	Fringes/Benefits				\$ -
<b>Administration Subtotals</b>		\$ -	\$ 115,000.00	\$ -	\$ 115,000.00

Marketing/Promotions - (each project must be itemized)

A37	Farmers Market/Entertainment Series	\$ 42,000.00		\$ 10,000.00	\$ 52,000.00
A38	Retail Promotions	\$ 30,000.00	\$ -		\$ 30,000.00
A39	District Brochure/Newsletter/Website	\$ 20,000.00	\$ -	\$ 5,000.00	\$ 25,000.00
A40	Institutional Marketing	\$ 15,000.00	\$ -		\$ 15,000.00
A41	Navratri, Egypt & Other Cultural Events/Festivals	\$ 40,000.00	\$ -	\$ 25,000.00	\$ 65,000.00
A42	Marketing/Promotion/Special Events Coordination	\$ 106,000.00	\$ -		\$ 106,000.00
A43	Banner Program	\$ 50,000.00		\$ 10,000.00	\$ 60,000.00
A44	Holiday Decorations				\$ -
A45	Winter Holiday Lights	\$ 30,000.00			\$ 30,000.00
A46	Navratri & Diwali Festivals	\$ 15,000.00		\$ 5,000.00	\$ 20,000.00
A47	Arts/Entertainment-Loew's	\$ 175,000.00	\$ -	\$ 20,000.00	\$ 195,000.00
<b>Marketing/Promotions Subtotals</b>		\$ 523,000.00	\$ -	\$ 75,000.00	\$ 598,000.00

Operations

A52	Landscaping				
A53	Plants /Planters	\$ 20,000.00			\$ 20,000.00
A54	Maintenance/Sanitation/Ambassadorial		\$ 519,550.00		\$ 519,550.00
A56	Security				
A57	Off-Duty JCPD Officers	\$ 130,000.00			\$ 130,000.00
<b>Operations Subtotals</b>		\$ 150,000.00	\$ 519,550.00	\$ -	\$ 669,550.00

Capital Improvements

<b>Capital Improvements Subtotals</b>		\$ -	\$ -	\$ -	\$ -
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<b>TOTAL EXPENSES</b>		\$ 673,000.00	\$ 673,000.00	\$ 75,000.00	\$ 1,421,000.00
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**REVENUE / EXPENSE SUMMARY**

	UEZ/Public	SID/Private Matched	SID/Private Unmatched	Total Budget
Revenues	\$ 673,000.00	\$ 673,000.00	\$ 75,000.00	\$ 1,421,000.00
Expenses	\$ 673,000.00	\$ 673,000.00	\$ 75,000.00	\$ 1,421,000.00
Excess / Deficiencies	\$ -	\$ -	\$ -	\$ -

**Part B:**

**Footnotes \***

\* Each explanation should be footnoted on the left hand column of page 1.

A7	SID Assessments at rate set in FY04 without increase
A8	Private in-kind donated services - UEZ policy no longer incorporates this item in budget discussions
A9	Private cash - UEZ policy no longer incorporates this item in budget discussions.
A12	UEZ - Funds requested from UEZ. Privately derived assessments are anticipated using the 1:1 ratio used in previous years to establish UEZ
A18	UEZ policy no longer incorporates this item in budget discussions
A19	Insurance includes D&O, Public Liability and Office Contents
A20	Equipment includes office, computer and telecommunications equipment maintenance, service and leasing
A21	Office and other supplies/services and postage
A22	Audit includes financial and audit services and tax filings
A23	Legal services to advise the board on by-laws and non-profit law & procedures
A24	UEZ policy no longer incorporates this item in budget discussions
A25	Dues, subscription & memberships includes local and regional memberships and conference attendance
A26	UEZ policy no longer incorporates this item in budget discussions
A27	Telephone includes actual costs of telecommunications charges and service, including internet service
A28	Loan payments, interest, late charges include cost of credit utilization
A29	Contingencies representing unforeseen expenses resulting from wind damage, or breakage, etc.
A32	Administrative Fees adjusted for "Bundled Services" under Operations
A37	30-week effort to market and advertise the Journal Square Farmers Market and provide musical/theatrical entertainment at lunch time, including 4 weeks for the Winter Holidays, with associated advertising and sponsorship.
A38	Provide seasonal retail promotional activities and 5 months of 1 weekend-a-month sidewalk sales activities, all with associated advertising, district
A39	Continue to provide quarterly issues of a district brochure with associated advertising and sponsorship opportunities, a periodic District Newsletter, website maintenance and improvements and continue to support JC Magazine, a city-wide publication, with a focus on providing full-page advertising in support of specific services and constituencies in the SID, such as eating and dining or comparative shopping.
A40	Continue a program of regional bus advertising; implement a program of multi-media ads promoting the district
A41	Continue support of Indian cultural festival programming developed in cooperation with JCAMA and support of Egyptian cultural festival
A42	Continue outsourced planning and coordination of the marketing, special events and promotional program using financial commitment reflecting economies of scale and local experience expanded to incorporate all marketing funded with non-assessment funds.
A43	Create new banner program; continue maintenance of existing banners.
A45	Holiday Lighting continues and expands the existing wreath and tree lighting program to currently unlit areas of the District
A47	Continue and increase entertainment programs using Loew's Theater as a concert venue
A46	Indian Cultural Lighting Program - continues the 'holiday' lighting program to India Square.
A53	Planting and Planter Program developed in cooperation with Hudson County Comm College, PANY&NJ and others.
A55	Continues outsourced services to the district through a "budled services" plan that provides maintenance, sanitation and "ambassadorial" services identified as priorities by the District leadership.
A57	Continuation of existing program putting off-duty police in the district.

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

City Clerk File No. Res. 10-422

Agenda No. 10.Z

Approved: JUN 23 2010

TITLE:



**RESOLUTION (1) INTRODUCING AND APPROVING THE 2010 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET**

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

**WHEREAS**, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-022** the City of Jersey City established the McGinley Square Special Improvement District (MSSID) to be operated by the McGinley Square Special Improvement District Management Corporation; and

**WHEREAS**, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

**WHEREAS**, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

**WHEREAS**, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

**WHEREAS**, the District Management Corporation of McGinley Square Special Improvement District has submitted its 2010-2011 fiscal year budget, July 1, 2010 – June 30, 2011 to the Council, a copy of which is attached hereto as Exhibit A; and

**NOW, THEREFORE BE IT RESOLVED**, with a majority of the full membership of the Council concurring that:

1. The 2010-2011 fiscal year budget, July 1, 2010 – June 30, 2011 of the McGinley Square Special Improvement District, attached hereto as Exhibit A, was approved by the McGinley Square Special Improvement District at its April 1, 2010 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

TITLE: JUN 23 2010

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
- (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
- (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
- (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
- (d) at least 10 days before the date of the scheduled hearing
  - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
  - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
  - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2010.

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk



# The McGinley Square PARTNERSHIP

761 Montgomery Street - Jersey City, New Jersey - (201) 200-9600/200-9636 (Fax)  
www.mcginleysquare-jerseycity.com

## 2010-2011 BUDGET RESOLUTION

It is hereby resolved that the McGinley Square Special Improvement District Management Corporation, at its Annual Membership Meeting on May 6, 2010, held at the corporate office, unanimously approved for adoption by City Council, the 7/1/2010 – 6/30/2011 McGinley Square Special Improvement District Management Corporation budget in the total amount of \$152,790.00, of which \$72,336.03 in SID taxes will be supplemented with a 1:1 match from the UEZ.

The membership also approved two alternate budgets in light of Governor Christie's proposed but not finalized budget cuts:

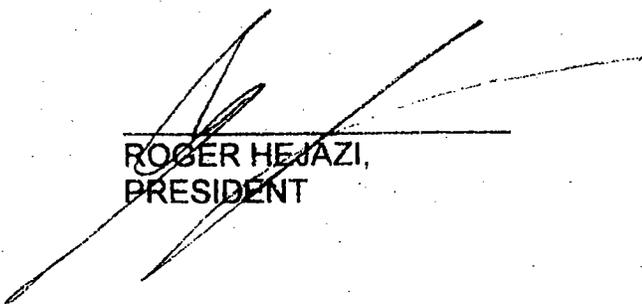
- 1) a \$78,613.94 budget with no UEZ funds, and
- 2) an \$88,611.94 budget including \$10,800 from the UEZ to fund marketing and holiday lights projects.

All three budget options are attached herein.

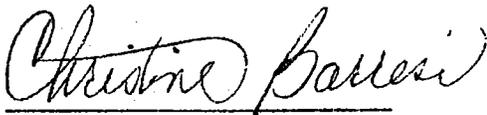
The budgets were previously approved for recommendation to the membership by the McGinley Square Special Improvement District Management Corporation Board of Directors at its meeting on April 1, 2010, in accordance with the corporate bylaws.

A quorum for the 2010 McGinley Square Special Improvement District Management Corporation Annual Membership Meeting was recorded in accordance with the corporate bylaws.

We certify that the Resolution accurately reflects the proceedings of the 2010 Annual Membership Meeting of the McGinley Square Special Improvement District Management Corporation.



ROGER HEJAZI,  
PRESIDENT



CHRISTINE BARRESI,  
EXECUTIVE DIRECTOR

# MCGINLEY SQUARE PARTNERSHIP APPROVED 2010-11 BUDGET OPTIONS

	BUDGET A with UEZ \$	BUDGET B modified UEZ	BUDGET C no UEZ \$	NOTES
<b>REVENUES</b>				
09-10 SID taxes	72,336.03	72,336.00	72,336.00	same as 2009
09-10 UEZ funds	72,336.03	10,800.00	0.00	Budget B: UEZ pays \$9K Hol Lites, \$1.8K Special Events
Banner Program, Misc.	4,452.94	3,610.94	4,452.94	Bdgt C: 21 banners @ \$128 profit+fundraising by Bd+CCEF
Interest on MMA	25.00	25.00	25.00	same as 2009
Website Ads (net profit)	40.00	40.00	0.00	Bdgt B: 15 banners, etc as above
Heartbeat ads	3,600.00	1,800.00	1,800.00	4 ads @ \$100 - \$360 webhost fee; Budget C - no website
<b>TOTAL REVENUE</b>	<b>152,790.00</b>	<b>88,611.94</b>	<b>78,613.94</b>	Budget A: 2 issues; Budget B&C: 1 issue
<b>EXPENSES</b>				
Rent	9,600.00	0.00	0.00	Budget B&C: uses FTM off-site office
Insurance	2,750.00	2,100.00	2,100.00	Budget B&C: no building insurance needed
Office Supplies	1,500.00	600.00	600.00	Budget B&C: use McG eqpmt in EO office; pay only for usage
Audit/Tax Return	5,300.00	4,500.00	2,900.00	Budget B&C: less/no UEZ funds = lower audit fee
Telephone	2,000.00	800.00	800.00	Budget B&C: pay only for land line in FTM off-site office
subtotal	21,150.00	8,000.00	6,400.00	
Management	60,500.00	18,000.00	10,600.00	Budget B&C: FTM does limited corporate & event mgmt off-site
<b>Marketing</b>				
Heartbeat magazine	15,000.00	7,000.00	7,000.00	Budget A: 2 issues; Budget B&C: 1 issue
Special Events	1,800.00	1,800.00	900.00	Bdgt A&B: Hall'wn Party, Thnksvg Turkey Give-away by FTM;
Holiday Lights	9,000.00	9,000.00	9,000.00	Bdgt A&B: pd by UEZ, man'gd by FTM
subtotal	25,800.00	17,800.00	16,900.00	Bdgt C: 1 event m'ngd by FTM
Sanitation	41,000.00	41,000.00	41,000.00	Bdgt C: managed by Bd
Holiday Security Patrols	3,000.00	3,000.00	3,000.00	same as 2009, managed by Board
Reserve	1,340.00	811.94	713.94	same as 2009, managed by Board
<b>TOTAL EXPENSES</b>	<b>152,790.00</b>	<b>88,611.94</b>	<b>78,613.94</b>	Budget B&C: smaller budget=smaller Reserve

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

City Clerk File No. Res. 10-423

Agenda No. 10.Z.1

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),  
BRUNSWICK STREET FROM SEVENTH STREET TO SIXTH STREET AND  
SIXTH STREET FROM MONMOUTH STREET TO BRUNSWICK STREET  
BEGINNING 5:00 P.M. AND ENDING 11:00 P.M. THURSDAY, JULY 8, 2010  
THROUGH SUNDAY, JULY 11, 2010 AT THE REQUEST OF ST. ANTHONY'S  
CHURCH FOR THE PURPOSE OF A PARISH FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from St. Anthony's Church to close Brunswick Street from Seventh Street to Sixth Street and Sixth Street from Monmouth Street to Brunswick Street beginning 5:00 p.m. and ending 11:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010 for the purpose of a Parish festival; and

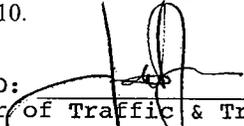
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

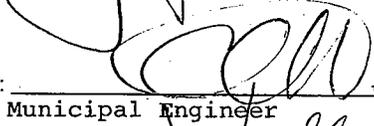
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

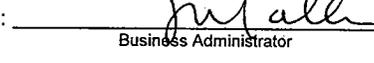
**WHEREAS**, the request to close Brunswick Street and Sixth Street, does not meet one or more of the requirements set forth in Section 296-72(B)(2)(8) and Section 296.73 (D) because of the days of the week the festival is being held, more than one block at a time will be closed and the end time exceeds what is permitted; and

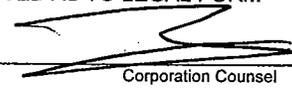
**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-72 and 296.73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Brunswick Street from Seventh Street to Sixth Street and Sixth Street from Monmouth Street to Brunswick Street beginning 5:00 p.m. and ending 11:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010.

APPROVED:   
Director of Traffic & Transportation

APPROVED:  6/11/10 APPROVED AS TO LEGAL FORM  
Municipal Engineer

APPROVED:   
Business Administrator

  
Corporation Counsel

JDS:pcl  
(06.01.10)

Certification Required

Not Required

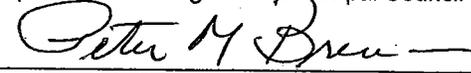
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Brunswick Street from Seventh Street to Sixth Street and Sixth Street from Monmouth Street to Brunswick Street beginning 5:00 p.m. and ending 11:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010 at the request of St. Anthony's Church for the purpose of a Parish Festival.

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Rev. Joseph Urban on behalf of St. Anthony's Church, 330 Sixth Street, JCNJ 201.653.0343

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

Authorize the closing of Brunswick Street from Seventh Street to Sixth Street and Sixth Street from Monmouth Street to Brunswick Street, beginning 5:00 p.m. and ending 11:00 p.m., Thursday, July 8, 2010 through Sunday, July 11, 2010

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

St. Anthony's Church Parish Festival

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

Community Affair

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

No Cost to the City

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

5:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010

**8. Anticipated completion date:**

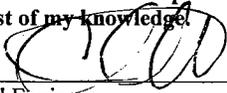
11:00 p.m. Thursday, July 8, 2010 through Sunday, July 11, 2010

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

Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

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

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

6/1/10  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCKS: BRUNSWICK ST from SEVENTH ST to SIXTH ST  
SIXTH ST from MONMOUTH ST to BRUNSWICK ST**

PURPOSE OF EVENT: parish festival

**BEGINS: 5PM ENDS: 11PM Thursday, July 8 through Sunday, July 11, 2010**

APPLICANT: Rev Joseph Urban

ORGANIZATION: St Anthony's Church

STREET ADDRESS: 330 Sixth St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.653.0343

BEING WAIVED: days of week, end time, more than one block @ a time closed



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

City Clerk File No. Res. 10-424  
 Agenda No. 10.Z.2  
 Approved: JUN 23 2010  
 TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), LAFAYETTE STREET FROM WOODWARD STREET TO VAN HORNE STREET, ON SATURDAY, JUNE 26, 2010 BEGINNING 10:00 A.M. AND ENDING 6:00 P.M. AT THE REQUEST OF THE COMMUNIPAW AVENUE BLOCK ASSOCIATION FOR THE PURPOSE OF THE LAFAYETTE NEIGHBORHOOD FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Communipaw Avenue Block Association to close Lafayette Street from Woodward Street to Van Horne Street, on Saturday, June 26, 2010 beginning 10:00 a.m. and ending 6:00 p.m. for the purpose of the Lafayette Neighborhood Festival; and

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

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

**WHEREAS**, the request to close Lafayette Street does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D); 296-72(B)(2) and 296-73(D) because the applicant is a non-resident of the area requested to be closed and the event is starting earlier than permitted; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Lafayette Street from Woodward Street to Van Horne Street beginning 10:00 a.m. and ending 6:00 p.m.

APPROVED:   
 Director of Traffic & Transportation

APPROVED:   
 Municipal Engineer

APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

JDS:pcl  
 (06.04.10)

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Lafayette Street from Woodward Street to Van Horne Street, Saturday, June 26, 2010, beginning 10:00 a.m. and ending 6:00 p.m., at the request of the Communipaw Avenue Block Association for the purpose of the Lafayette Neighborhood Festival

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request Daphney Civil-Acosta on behalf of the Communipaw Avenue Block Association, 384 Communipaw Avenue, JCNJ 201.432.6565

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

Authorize the closing of Lafayette Street from Woodward Street to Van Horne Street beginning 10:00 a.m. and ending 6:00 p.m., Saturday June 26, 2010

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

Lafayette Neighborhood Festival

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

Community Affair

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

No Cost to the City

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

10:00 a.m., Saturday, June 26, 2010

**8. Anticipated completion date:**

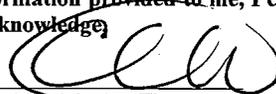
6:00 p.m., Saturday, June 26, 2010

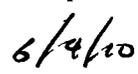
**9. Person responsible for coordinating proposed program, project, etc.:**

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

**10. Additional comments:**

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

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

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: LAFAYETTE ST from WOODWARD ST to VAN HORNE ST**

**PURPOSE OF EVENT: Lafayette Neighborhood Festival**

**BEGINS: 10AM ENDS: 6PM Saturday, June 26, 2010**

**APPLICANT: Daphney Civil-Acosta**

**ORGANIZATION: Communipaw Av Block Assn**

**STREET ADDRESS: 384 Communipaw Av**

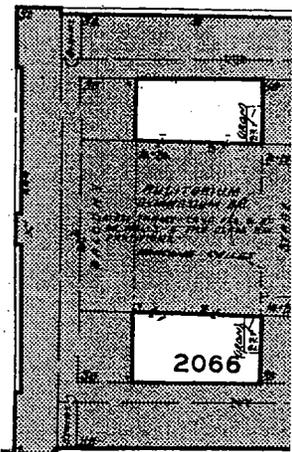
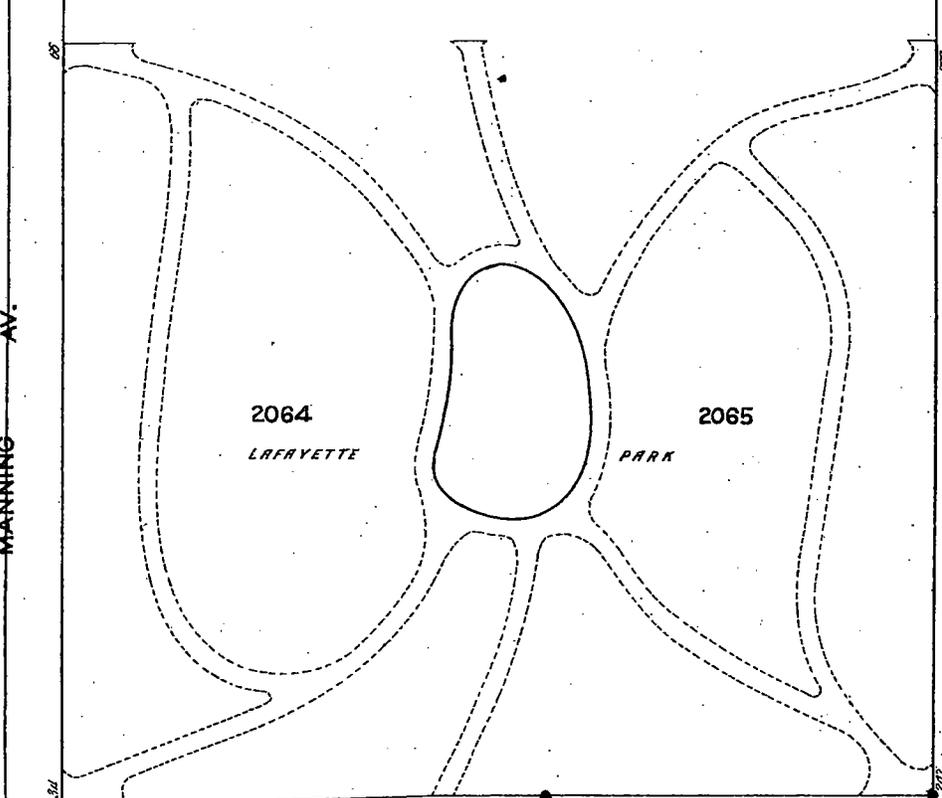
**CITY, STATE, ZIP: Jersey City NJ 07304**

**PHONE #: 201.432.6565**

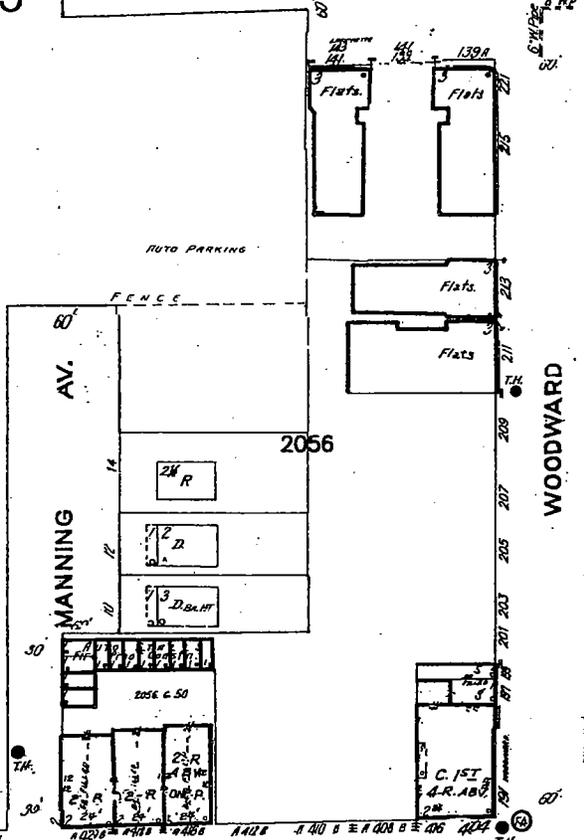
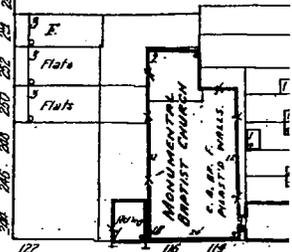
**BEING WAIVED: nonresident, start time**

MANNING AV.

49



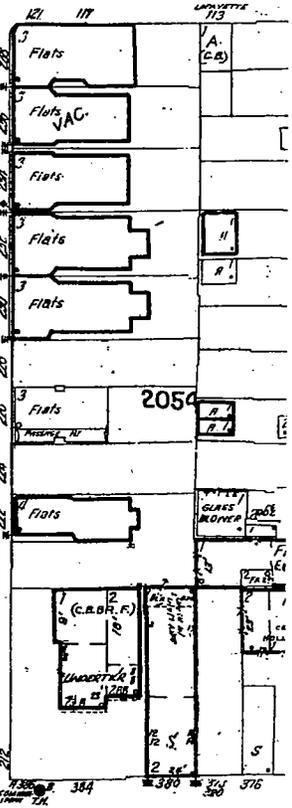
PUBLIC SCHOOL No. 22  
Fire-Proof Construction  
Built 1901-1902



WOODWARD

LAFAYETTE

VAN HORNE

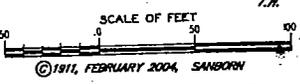


COMMUNIPAW AV.

AV.

39

53





**CITY OF JERSEY CITY**  
Division of Engineering  
Traffic and Transportation  
**MEMORANDUM**

**DATE:** June 4, 2010  
**TO:** Councilman Steven Fulop  
Robert Byrne, City Clerk  
Thomas Comey, Police Chief  
Michael O'Reilly, Fire Chief  
**FROM:** Patricia Logan, Supervising Traffic Investigator *PL*  
**SUBJECT:** EXCHANGE PLACE – STREET CLOSING RESOLUTION

This Division has proposed a Resolution (for Municipal Council approval) authorizing the following street closing:

- Exchange Place beginning 2:00 p.m. and ending 7:00 p.m., Saturday, August 14, 2010

This resolution has been proposed at the request of Pastor Viola on behalf of Real Love House of Prayer Ministries for a concert.

The proposed legislation has been forwarded to the appropriate parties for the necessary signatures. It is anticipated that this Resolution will be listed on the Agenda for the June 23, 2010 Municipal Council meeting.

Feel free to contact Monte Zucker @ ex. 4469 if you have any questions regarding the above street closure.

Thank you.

*[Handwritten Signature]* 6/4/10

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

- C:
- |   |                         |                      |
|---|-------------------------|----------------------|
| John Kelly, Business Administrator                      |                         |                      |
| Chief Executive Officer Mary Spinello-Paretti, J.C.P.A. |                         |                      |
| East District Captain                                   |                         |                      |
| Council President Brennan.                              | Councilwoman Flood      | Councilman Vega, Jr. |
| Councilman Sottolano                                    | Councilman Donnelly     | Councilwoman Lopez   |
| Councilman Gaughan                                      | Councilwoman Richardson |                      |

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

City Clerk File No. Res. 10-425

Agenda No. 10.Z.3

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), FIRST STREET FROM MARIN BOULEVARD TO PROVOST STREET AND PROVOST STREET FROM BAY STREET TO SECOND STREET BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SATURDAY, JULY 10, 2010 (RAIN DATE: SUNDAY, JULY 11, 2010) AT THE REQUEST OF THE POWERHOUSE ARTS NEIGHBORHOOD ASSOCIATION INCORPORATED FOR THE PURPOSE OF POWERHOUSE ARTS NEIGHBORHOOD DISTRICT BARBEQUE**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Powerhouse Arts Neighborhood Association Incorporated to close First Street from Marin Boulevard to Provost Street and Provost Street from Bay Street to Second Street beginning 10:00 a.m. and ending 6:00 p.m., Saturday, July 10, 2010 (rain date: Sunday, July 11, 2010) for the purpose of the Powerhouse Arts Neighborhood District barbeque; and

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

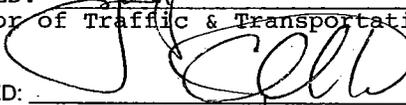
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

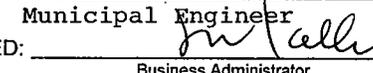
**WHEREAS**, the request to close First Street and Provost Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and Section 296-72(B)(2)(8) and 296.73(D) because the request to close First Street was submitted by a non-resident, more than one block at a time will be closed and the start time is earlier than what is permitted; and

**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72 and 296.73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of First Street from Marin Boulevard to Provost Street and Provost Street from Bay Street to Second Street beginning 10:00 a.m. and ending 6:00 p.m. on Saturday, July 10, 2010 (rain date: Sunday, July 11, 2010).

APPROVED:   
 Director of Traffic & Transportation

APPROVED:  6/11/10 APPROVED AS TO LEGAL FORM  
 Municipal Engineer

APPROVED:    
 Business Administrator Corporation Counsel

JDS:pcl  
 (06.01.10)

Certification Required   
 Not Required

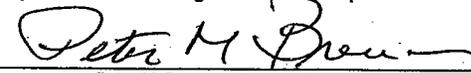
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

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

Resolution authorizing the closing of a Municipal Street(s), First Street from Marin Boulevard to Provost Street and Provost Street from Bay Street to Second Street beginning 10:00 a.m. and ending 6:00 p.m., Saturday, July 10, 2010 (rain date: Sunday, July 11, 2010) at the request of The Powerhouse Arts Neighborhood Association Incorporated for the purpose of a Powerhouse Arts Neighborhood District barbeque.

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

Joao D'Souza, Director of Traffic and Transportation, Division of Engineering, Traffic and Transportation at the request of Chris Bernardo on behalf of the Powerhouse Neighborhood Association Incorporated, 140 Bay Street, JCNJ 201.424.6999

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

Close First Street from Marin Boulevard to Provost Street and Provost Street from Bay Street to Second Street beginning 10:00 a.m. and ending 6:00 p.m., Saturday, July 10, 2010 (rain date: Sunday, July 11, 2010)

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

Barbeque

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

Community Festival

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

No Cost to the City

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

10:00 a.m., Saturday, July 10, 2010

**8. Anticipated completion date:**

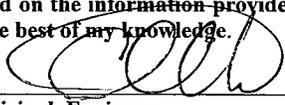
6:00 p.m., Saturday, July 10, 2010 (rain date: Sunday, July 11, 2010)

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

Monte Zucker, Supervising Planner, Division of Engineering, Traffic and Transportation, 201.547.4469

**10. Additional comments:**

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

  
Municipal Engineer

Signature of Department Director

6/1/10  
Date

Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCKS: FIRST ST from MARIN BLVD to PROVOST ST  
PROVOST ST from BAY ST to SECOND ST**

**PURPOSE OF EVENT: Powerhouse Arts Neighborhood District bbq**

**BEGINS: 10AM ENDS: 6PM Saturday, July 10 (rain date Sunday, July 11), 2010**

**APPLICANT: Chris Bernardo**

**ORGANIZATION: Powerhouse Arts Neighborhood Assoc Inc**

**STREET ADDRESS: 140 Bay St**

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

**PHONE #: 201.424.6999**

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

(HENDERSON)

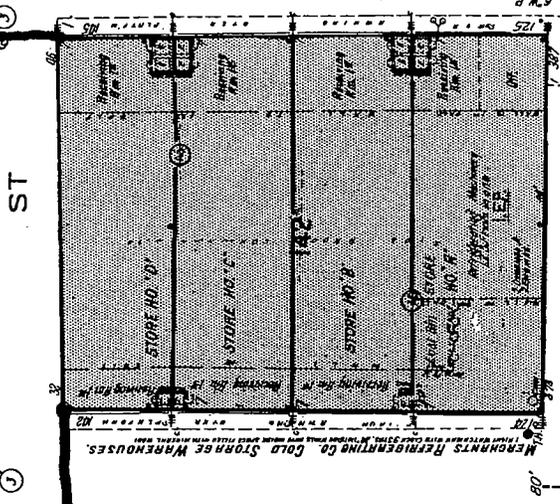
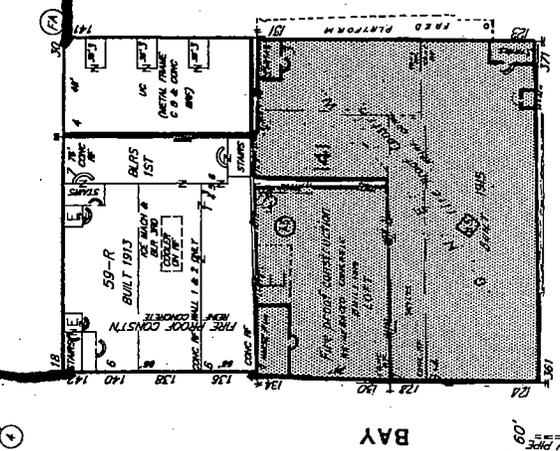
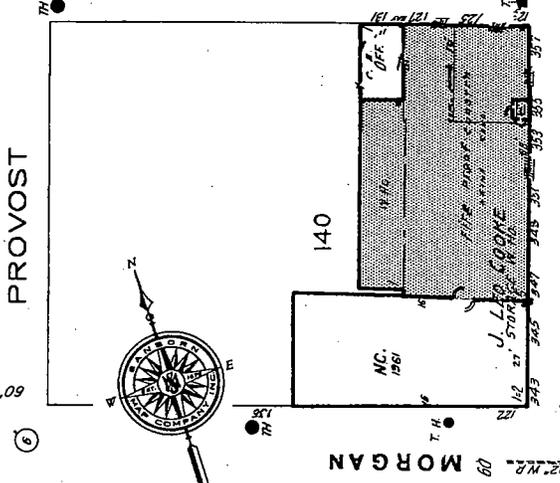
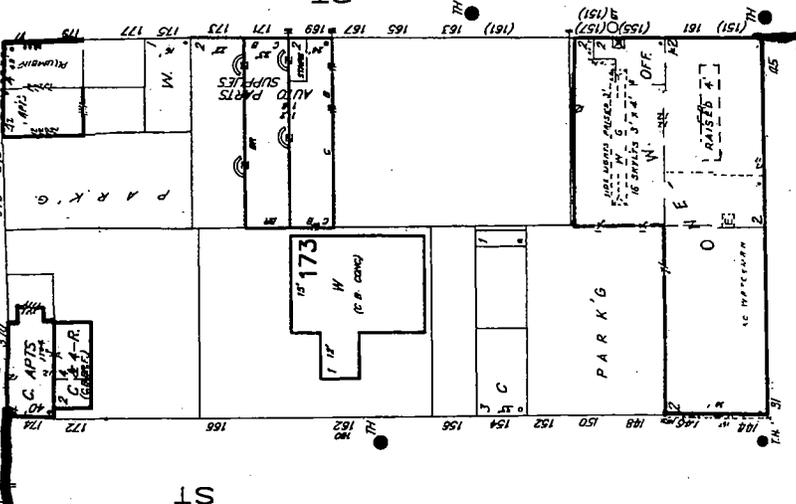
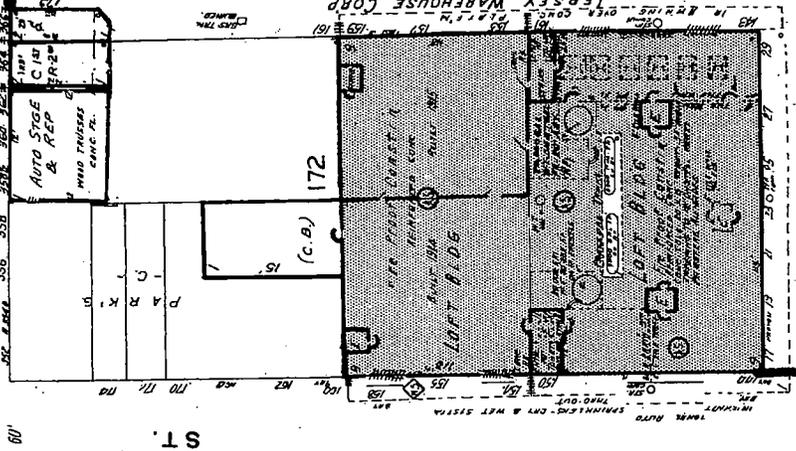
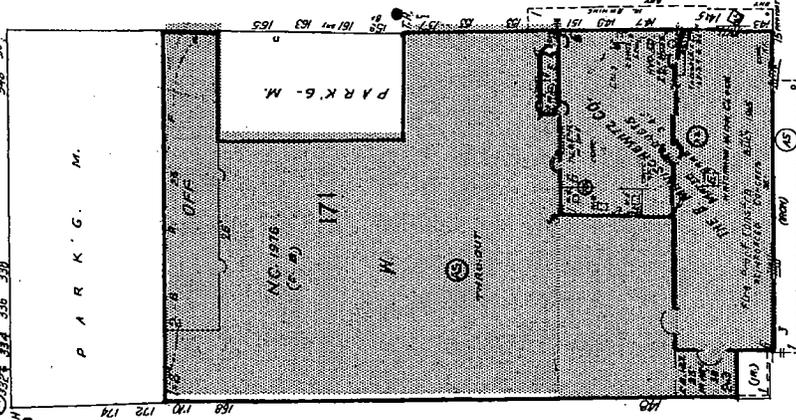
(LUIS MUÑOZ)

(24)

MARIN BLVD.

14

SEE VOLUME TWO HUDSON COUNTY PENNSYLVANIA RAILROAD YARDS



WARREN

BAY

ST

ST

SEE VOLUME TWO HUDSON COUNTY PENNSYLVANIA RAILROAD YARDS

18

MORGAN

PROVOST

A CISTERN UNDER MARL

MORGANT'S REFRIGERATING CO. COOL STORAGE WAREHOUSES



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

City Clerk File No. Res. 10-426

Agenda No. 10.Z.4

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WASHINGTON STREET FROM SUSSEX STREET TO GRAND STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, AUGUST 29, 2010 AT THE REQUEST OF THE COMMITTEE FOR THE DEFENSE OF OUR LADY OF CZESTOCHOWA RC CHURCH FOR A FAMILY/COMMUNITY-ORIENTED CELEBRATION OF ETHNICITY**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Committee For The Defense of Our Lady of Czestochowa RC Church to close Washington Street from Sussex Street to Grand Street on Sunday, August 29, 2010 from 8:00 A.M. to 8:00 P.M., for a family/community-oriented celebration of ethnicity; and

**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72 and 296-74, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

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

**WHEREAS**, the request to close Sussex Street does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), Section 296-72(B)(2)(8) and 296-73(D) as the request for the street closure was submitted by an Organization not a resident of Washington Street and the event is starting earlier than the permitted time; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Washington Street from Sussex Street to Grand Street on Sunday, August 29, 2010 beginning at 8:00 a.m. and ending at 8:00 p.m.

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

APPROVED: \_\_\_\_\_ 6/1/10  
Municipal Engineer

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

APPROVED AS TO LEGAL FORM

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

JDS:pcl  
(06.01.10)

Certification Required

Not Required

APPROVED 9-0  
6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Washington Street from Sussex Street to Grand Street beginning 8:00 a.m. and ending 8:00 p.m. Sunday, August 29, 2010 at the request of the Committee for the Defense of Our Lady of Czestochowa RC Church for a family/community-oriented celebration of ethnicity

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Chester Sienkiewicz on behalf of the Committee for the Defense of Our Lady of Czestochowa RC Church Incorporated, 122 Prospect Street, JCNJ 201.653.8992

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

Authorize the closing Washington Street from Sussex Street to Grand Street beginning 8:00 a.m. and ending 8:00 p.m., Sunday, August 29, 2010

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

Family/community-oriented celebration of ethnicity

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

Community Affair

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

No Cost to the City

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

8:00 a.m., Sunday, August 29, 2010

**8. Anticipated completion date:**

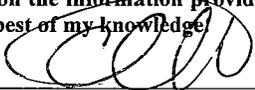
8:00 p.m., Sunday, August 29, 2010

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

Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

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

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

6/1/10  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: WASHINGTON ST from SUSSEX ST to GRAND ST**

PURPOSE OF EVENT: family/community-oriented celebration of ethnicity

**BEGINS: 8AM ENDS: 8PM Sunday, Aug 29, 2010**

APPLICANT: Chester Sienkiewicz

ORGANIZATION: Committee for the Defense of OLC Church Inc

STREET ADDRESS: 122 Prospect St

CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 201.653.8992

BEING WAIVED: nonresident, start time



15

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

City Clerk File No. Res. 10-427

Agenda No. 10.Z.5

Approved: JUN 23 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),  
EXCHANGE PLACE BEGINNING NOON AND ENDING 6:00 P.M., SUNDAY,  
SEPTEMBER 19, 2010 AT THE REQUEST OF THE POLISH AMERICAN  
CONGRESS FOR THE PURPOSE OF A WREATH LAYING**

**WHEREAS**, the Division of Engineering, Traffic & Transportation has received an application from the Polish American Congress to close Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, September 19, 2010 for the purpose of a wreath laying; and

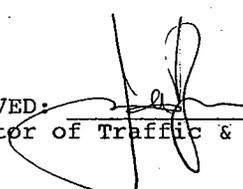
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

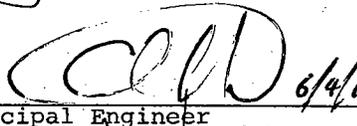
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

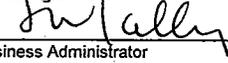
**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) as the application for the street closing has been filed by a nonresident; and

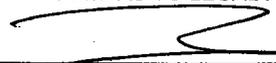
**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, September 19, 2010 for a wreath laying.

APPROVED:   
Director of Traffic & Transportation

APPROVED:  6/4/10  
Municipal Engineer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

JDS:pcl  
(06.03.10)

Certification Required   
Not Required

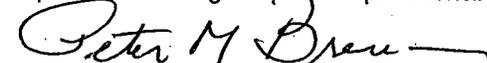
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a Municipal Street(s), Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, September 19, 2010 at the request of the Polish American Congress for the purpose of a Wreath Laying

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Krystof Novak on behalf of the Polish American Congress, PO Box 1602, Cranford NJ 908.875.4179

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

Authorize the closing of Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, September 19, 2010

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

Wreath Laying

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

Community Affair

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

No cost to the City.

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

Noon, Sunday, September 19, 2010

**8. Anticipated completion date:**

6:00 p.m., Sunday, September 19, 2010

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

Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

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



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

6/4/10

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: EXCHANGE PL**

PURPOSE OF EVENT: wreath laying

**BEGINS: NOON ENDS: 6PM Sunday, September 19, 2010**

APPLICANT: Krzystof Nowak

ORGANIZATION: Polish American Congress

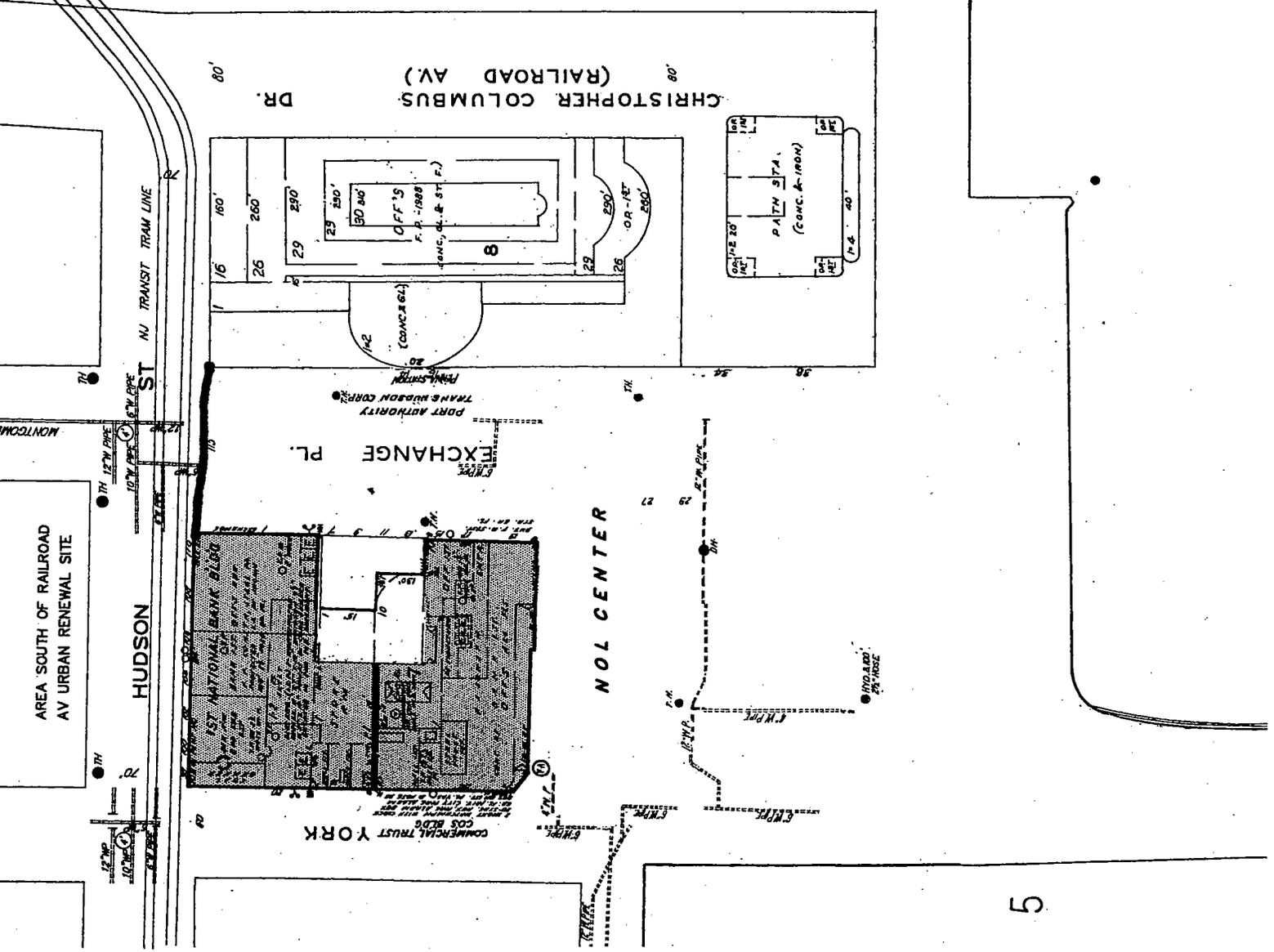
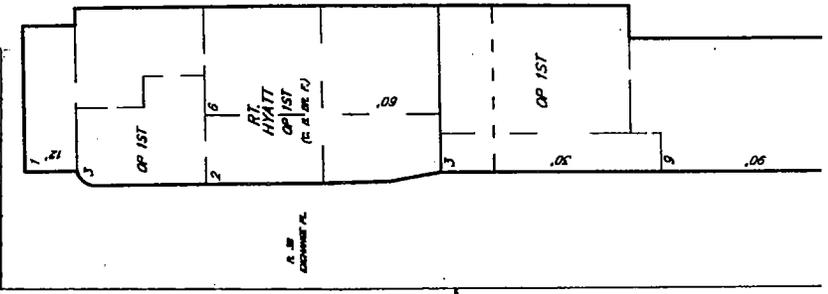
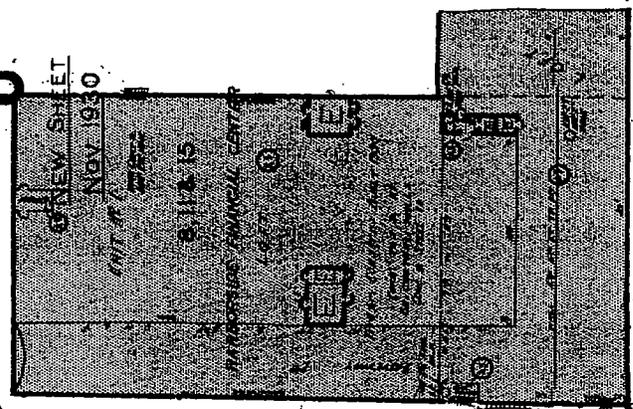
STREET ADDRESS: PO Box 1602

CITY, STATE, ZIP: Cranford NJ 07016

PHONE #: 908.875.4179

BEING WAIVED: nonresident

NEW SHEET  
NOV 1930



AREA SOUTH OF RAILROAD  
AV URBAN RENEWAL SITE

MONTGOMERY

5

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

City Clerk File No. Res. 10-428

Agenda No. 10.Z.6

Approved: JUN 23 2010

TITLE:



**RESOLUTION HONORING SISTERS MIRIAM EVANOFF, BARBARA NESBIHAL, MARYANNE RATTIGAN, MARY ANNE VAN NOTE, MARGARET HEWITT, ANNE MORONEY, BEVERLY BLIGH, MARY LYNCH, ELEANOR UHL, AND MERCEDES SALINAS**

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

**WHERE AS**, Nuns and Sisters are women who have chosen to live vowed religious life within the Catholic Church. Sisters embrace ministries that take them out to serve the people in hospitals, schools, parishes, social services and the like; and

**WHERE AS**, Jersey City has been an epicenter of the Catholic immigration from the very beginning; and

**WHERE AS**, the social, cultural, and political contributions of Catholic Sisters have played a vital role in shaping life in the United States and specifically in Jersey City; and

**WHEREAS**, Sr. Miriam Evanoff, SC has served at St Peter's Preparatory School and Resurrection Elementary School for 45 years; and

**WHEREAS**, Sr. Barbara Nesbihal, SC has served at St. Bridget's Elementary School and Resurrection Elementary School for 40 years; and

**WHEREAS**, Sr. Maryanne Rattigan, SC has served at St. Bridget's Elementary School and Resurrection Elementary School for 40 years; and

**WHEREAS**, Sr. Mary Anne Van Note, has served at St. Bridget's Elementary School and Resurrection Elementary School for 40 years; and

**WHEREAS**, Sr. Margaret Hewitt, SC has served at St. Mary's High School for 30 years; and

**WHEREAS**, Sr. Anne Moroney, SC has served at St Peter's Preparatory School, Resurrection Elementary School, and St. Mary's High School for 25 years; and

**WHEREAS**, Sr. Beverly Bligh, SC has served at St. Mary's High School and St. Bridget's Elementary School Resurrection School for 25 years; and

**WHEREAS**, Sr. Mary Lynch, SSND has served at St. Mary's Parish and Resurrection Parish for 25 years; and

**WHEREAS**, Sr. Eleanor Uhl, OP has served at St. Mary's High School and Resurrection Elementary for 17 years and has celebrated her 50th Jubilee as a Dominican Sister; and

**WHEREAS**, Sr. Mercedes Salinas, SC has served at St. Bridget's Elementary School Parish and Resurrection Parish for 15 years.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Sisters Miriam Evanoff, Barbara Nesbihal, Maryanne Rattigan, Mary Anne Van Note, Margaret Hewitt, Anne Moroney, Beverly Bligh, Mary Lynch, Eleanor Uhl, and Mercedes Salinas for their perseverance and dedication to our children, our families, our citizens of Jersey City. We are forever grateful for all that they have done and continue to do for the City of Jersey City.

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

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

*Gregory Romano*  
ASST. Business Administrator

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0  
6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



**Our habits have changed.  
But not our mission.**

[Who we are](#)   [Sister Stories](#)   [Community Life](#)   [Contact Us](#)   [HOME](#)

**Who We Are FAQs**

- What is the difference between a Nun and a Sister?
- Where have all the habits gone?
- What is vowed religious life?
- What are Congregations of women religious?
- What do the vows mean?
- What is Charism?
- What does it mean to "be called"?

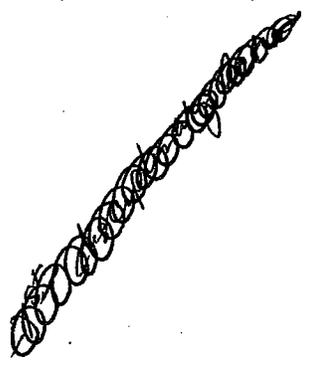
**What is the difference between a Nun and a Sister?**

Nuns and Sisters are women who have chosen to live vowed religious life within the Catholic Church. There are a number of different orders, each with its own charism or special character. For centuries, Nuns, robed in black veils and long sleeved and full length dresses called "habits," have given their lives to help others in the name of Jesus Christ. We live our lives totally dedicated to God, and we offer ourselves in service to others as an expression of our relationship with God.



**CLICK A PHOTO ABOVE FOR THE SISTER STORY**

While both Nuns and Sisters are called "Sister," there is a distinction made in the Catholic Church which is generally not made by the public. Nuns take solemn vows and are cloistered, that is, they reside, pray and work within the confines of a monastery. Sisters take simple vows and live a life governed by the particular mission, vision, and charism of the respective Orders or Congregations of Sisters. Sisters embrace ministries that take them out to serve the people in hospitals, schools, parishes, social services, and the like.



**Founding Congregations:** Sisters of Divine Providence; Sisters of Charity of the Incarnate Word, Houston; Sisters of the Incarnate Word and Blessed Sacrament; Sisters of Charity of the Incarnate Word, San Antonio; and Dominican Sisters of Houston.

*CatholicNunsToday.org*

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## Robert Byrne

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**From:** Fr. Victor P. Kennedy [shepherd.vpk@gmail.com]  
**Sent:** Monday, May 03, 2010 6:33 PM  
**To:** yvobaicer@aol.com; pamandes@comcast.net; Robert Byrne; Patricia Andes  
**Subject:** FW: Sample of House of Representatives Resolution to gather ideas for our Resolution  
**Attachments:** WHERE AS.pdf

**WHERE AS**, Jersey City has been an epicenter of the Catholic immigration from the very beginning  
Whereas the social, cultural, and political contributions of Catholic sisters have played a vital role in shaping life in the United States and specifically in Jersey City;

plus the paragraph added by Yvonne

and things are ready to go

thanks for your time and effort  
frvic

---

**From:** resjc@aol.com [mailto:resjc@aol.com]  
**Sent:** Monday, May 03, 2010 4:26 PM  
**To:** beachny@aol.com; shepherd.vpk@gmail.com  
**Subject:** Fwd: Sample of House of Representatives Resolution to gather ideas for our Resolution

-----Original Message-----

**From:** Patricia Andes <PAndes@jcnj.org>  
**To:** Robert Byrne <RByrne@jcnj.org>; resjc@aol.com <resjc@aol.com>  
**Cc:** pamandes@comcast.net <pamandes@comcast.net>  
**Sent:** Mon, May 3, 2010 3:03 pm  
**Subject:** FW: Sample of House of Representatives Resolution to gather ideas for our Resolution

Hello Robert and Father Vic,

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Can you help me?

Thanks!  
Pam

---

**From:** [pamandes@comcast.net](mailto:pamandes@comcast.net) [mailto:pamandes@comcast.net]  
**Sent:** Monday, May 03, 2010 2:51 PM  
**To:** Patricia Andes  
**Subject:** Fwd: Sample of House of Representatives Resolution to gather ideas for our Resolution

----- Forwarded Message -----

From: [yvobalcer@aol.com](mailto:yvobalcer@aol.com)

To: [pamandes@comcastnet](mailto:pamandes@comcastnet)

Sent: Friday, April 23, 2010 7:42:10 PM GMT -05:00 US/Canada Eastern

Subject: Re: Sample of House of Representatives Resolution to gather ideas for our Resolution

I have added an extra paragraph.

Yvonne

-----Original Message-----

From: [pamandes@comcast.net](mailto:pamandes@comcast.net)

To: [yvobalcer@aol.com](mailto:yvobalcer@aol.com)

Cc: Althea Bernheim <[altheabernheim@gmail.com](mailto:altheabernheim@gmail.com)>

Sent: Thu, Apr 22, 2010 2:24 pm

Subject: Re: Sample of House of Representatives Resolution to gather ideas for our Resolution

Please review ROUGH text:

**WHERE AS**, Jersey City has been an epicenter of the Catholic faith since the social, cultural, and political contributions of Catholic sisters have played a vital role in shaping life in the United States and specifically in Jersey City;

Whereas, Sr. Miriam Evanoff, SC has served at St Peter's Preparatory School and Resurrection Elementary School for 45 years

Whereas, Sr. Barbara Nesbihal, SC has served at St. Bridget's Elementary School and Resurrection Elementary School for 40 years

Whereas, Sr. Maryanne Rattigan, SC has served at St. Bridget's Elementary School and Resurrection Elementary School for 40 years

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Whereas, Sr. Beverly Bligh, SC has served at St. Mary's High School and St. Bridget's Elementary School Resurrection School for 25 years

Whereas, Sr. Mary Lynch, SSND has served at St. Mary's Parish and Resurrection Parish for 25 years

Whereas, Sr. Eleanor Uhl, OP has served at St. Mary's High School and Resurrection Elementary for 17 years and has celebrated her 50<sup>th</sup> Jubilee as a Dominican Sister

Whereas, Sr. Mercedes Salinas, SC has served at St. Bridget's Elementary School Parish and Resurrection Parish for 15 years

**WHERE AS**, October 3, 2009 marked 302 collective years of service in Jersey City by Sisters Miriam Evanoff, Barbara Nesbihal, Maryanne Rattigan, Mary Anne Van Note, Margaret Hewitt, Anne Moroney, Beverly Bligh, Mary Lynch, Eleanor Uhl, and Mercedes Salinas; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Sisters Miriam Evanoff, Barbara Nesbihal, Maryanne Rattigan, Mary Anne Van Note, Margaret Hewitt, Anne Moroney, Beverly Bligh, Mary Lynch, Eleanor Uhl, and Mercedes Salinas for their perseverance and dedication to our children, our families, our citizens of Jersey City. We wish them continued health and happiness in the future. We are forever grateful for all that they have done and continue to do for the City of Jersey City.

----- Original Message -----

From: [pamandes@comcast.net](mailto:pamandes@comcast.net)

To: [yvobalcer@aol.com](mailto:yvobalcer@aol.com)

Cc: "Althea Bernheim" <[altheabernheim@gmail.com](mailto:altheabernheim@gmail.com)>

Sent: Wednesday, April 21, 2010 11:59:38 PM GMT -05:00 US/Canada Eastern

Subject: Sample of House of Representatives Resolution to gather ideas for our Resolution

Hello Yvonne and Althea,

Below is a sample of the House of Representatives Resolution. I am also attaching it as a word document. It is so beautiful. Please review and let's discuss some ideas for our Resolution's wording. I am also attaching our working template to fill in.

# US House of Representatives Resolution Honoring Catholic Sisters

by Sister Julie on October 2, 2009

in blog post, catholic sisters and nuns, news on the nunfront

On September 22, 2009, the U.S. House of Representatives unanimously passed a resolution honoring Catholic Sisters in the United States. The resolution was introduced by Rep. Marcy Kaptur, D-Ohio, and co-sponsored by 67 members of both parties.

Here is the full text of the US House of Representatives Resolution honoring Catholic Sisters:

## **H. Res. 441 In the House of Representatives, U.S.,**

*September 22, 2009*

Whereas the social, cultural, and political contributions of Catholic sisters have played a vital role in shaping life in the United States;

Whereas such women have joined in unique forms of intentional communitarian life dedicated to prayer and service since the very beginnings of our Nation's history, fearlessly and often sacrificially committing their personal lives to teaching, healing, and social action;

Whereas the first Catholic sisters to live and work in the United States were nine Ursuline Sisters, who journeyed from France to New Orleans in 1727;

Whereas at least nine sisters from the United States have been martyred since 1980 while working for social justice and human rights overseas;

Whereas Maura Clark, MM, Ita Ford, MM, and Dorothy Kazel, OSU were martyred in El Salvador in 1980;

Whereas Joel Kolmer, ASC, Shirley Kolmer, ASC, Kathleen McGuire, ASC, Agnes Mueller, ASC, and Barbara Ann Muttra, ASC were martyred in Liberia in 1992;

Whereas Dorothy Stang, SNDdeN was martyred in Brazil in 2005;

Whereas Catholic sisters established the Nation's largest private school system and founded more than 110 United States colleges and universities, educating millions of young people in the United States;

Whereas there were approximately 32,000 Catholic sisters in the United States who taught 400,000 children in 2,000 parochial schools by 1880, and there were 180,000 Catholic sisters who taught nearly 4,500,000 children by 1965;

Whereas today, there are approximately 59,000 Catholic sisters in the United States;

Whereas Catholic sisters participated in the opening of the West, traveling vast distances to minister in remote locations, setting up schools and hospitals, and working among native populations on distant reservations;

Whereas more than 600 sisters from 21 different religious communities nursed both Union and Confederate soldiers alike during the Civil War;

Whereas Catholic sisters cared for afflicted populations during the epidemics of cholera, typhoid, yellow fever, smallpox, tuberculosis, and influenza during the 19th and early 20th centuries;

Whereas Catholic sisters built and established hospitals, orphanages, and charitable institutions that have served millions of people, managing organizations long before similar positions were open to women;

Whereas approximately one in six hospital patients in the United States were treated in a Catholic facility;

Whereas Catholic sisters have been among the first to stand with the underprivileged, to work and educate among the poor and underserved, and to facilitate leadership through opportunity and example;

Whereas Catholic sisters continue to provide shelter, food, and basic human needs to the economically or socially disadvantaged and advocate relentlessly for the fair and equal treatment of all persons;

Whereas Catholic sisters work for the eradication of poverty and racism and for the promotion of nonviolence, equality, and democracy in principle and in action;

Whereas the humanitarian work of Catholic sisters with communities in crisis and refuge throughout the world positions them as activists and diplomats of peace and justice for the some of the most at risk populations; and

Whereas the Women & Spirit: Catholic Sisters in America Traveling Exhibit is sponsored by the Leadership Conference of Women Religious (LCWR) in association with Cincinnati Museum Center and will open on May 16, 2009, in Cincinnati, Ohio: Now, therefore, be it

*Resolved*, That the House of Representatives—

1. honors and commends Catholic sisters for their humble service and courageous sacrifice throughout the history of this Nation; and
2. supports the goals of the Women & Spirit: Catholic Sisters in America Traveling Exhibit, a project sponsored by the Leadership Conference of Women Religious (LCWR) in association with Cincinnati Museum Center and established to recognize the historical contributions of Catholic sisters in the United States.

**WHERE AS**, Jersey City has been an epicenter of the Catholic faith since the social, cultural, and political contributions of Catholic sisters have played a vital role in shaping life in the United States and specifically in Jersey City;

Whereas, Sr. Miriam Evanoff, SC has served at St Peter's Preparatory School and Resurrection Elementary School for 45 years

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**WHERE AS**, October 3, 2009 marked 302 collective years of service in Jersey City by Sisters Miriam Evanoff, Barbara Nesbihal, Maryanne Rattigan, Mary Anne Van Note, Margaret Hewitt, Anne Moroney, Beverly Bligh, Mary Lynch, Eleanor Uhl, and Mercedes Salinas; and

WHERE AS, these professed Sisters still teach and/or service the community and exemplify "love of neighbor,"

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Sisters Miriam Evanoff, Barbara Nesbihal, Maryanne Rattigan, Mary Anne Van Note, Margaret Hewitt, Anne Moroney, Beverly Bligh, Mary Lynch, Eleanor Uhl, and Mercedes Salinas for their perseverance and dedication to our children, our families, our citizens of Jersey City. We wish them continued health and happiness in the future. We are forever grateful for all that they have done and continue to do for the City of Jersey City.

## Robert Byrne

---

**From:** Patricia Andes  
**Sent:** Monday, May 10, 2010 12:40 PM  
**To:** Robert Byrne  
**Cc:** Althea  
**Subject:** FW: Sample of House of Representatives Resolution to gather ideas for our Resolution  
**Attachments:** WHERE AS.pdf

Hello Robert,

Do you think the attached Resolution is ok? If so can present it to the May 26th City Council and can I invite the Nuns?

Thanks!

Patricia (Pam) Andes  
Aide to Councilman Steven Fulop  
201.547.5315

---

**From:** Fr. Victor P. Kennedy [shepherd.vpk@gmail.com]  
**Sent:** Monday, May 03, 2010 6:32 PM  
**To:** yvobalcer@aol.com; pamandes@comcast.net; Patricia Andes; Robert Byrne  
**Subject:** FW: Sample of House of Representatives Resolution to gather ideas for our Resolution

WHERE AS, Jersey City has been an epicenter of the Catholic immigratrion from the very begining Whereas the social, cultural, and political contributions of Catholic sisters have played a vital role in shaping life in the United States and specifically in Jersey City;

plus the paragrah added by Yvonne

and things are ready to go

thanks for your time and effort  
frvic

---

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**Sent:** Monday, May 03, 2010 4:26 PM  
**To:** beachny@aol.com; shepherd.vpk@gmail.com  
**Subject:** Fwd: Sample of House of Representatives Resolution to gather ideas for our Resolution

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**From:** Patricia Andes <PAndes@jcnj.org>  
**To:** Robert Byrne <RByrne@jcnj.org>; resjc@aol.com <resjc@aol.com>  
**Cc:** pamandes@comcast.net <pamandes@comcast.net>  
**Sent:** Mon, May 3, 2010 3:03 pm  
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Father Vic and I were not sure if a City Council resolution was given to the sisters for their 302 years of Service. If one has not been done, we would definitely like to do one. I was hoping you both can help me as this would be my first one. Below is the beautiful resolution of the House of Representatives did. Attached is our work in progress where Yvonne added a paragraph.

Can you help me?

Thanks!  
Pam

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[mailto:pamandes@comcast.net<mailto:pamandes@comcast.net?>]  
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Subject: Fwd: Sample of House of Representatives Resolution to gather ideas for our Resolution

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Cc: Althea Bernheim <altheabernheim@gmail.com<mailto:altheabernheim@gmail.com>>  
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To: yvobalcer@aol.com<mailto:yvobalcer@aol.com>

Cc: "Althea Bernheim" <altheabernheim@gmail.com<mailto:altheabernheim@gmail.com>>

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September 22, 2009

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1. honors and commends Catholic sisters for their humble service and courageous sacrifice throughout the history of this Nation; and 2. supports the goals of the Women & Spirit: Catholic Sisters in America Traveling Exhibit, a project sponsored by the Leadership Conference of Women Religious (LCWR) in association with Cincinnati Museum Center and established to recognize the historical contributions of Catholic sisters in the United States.

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**WHERE AS**, these professed Sisters still teach and/or service the community and exemplify "love of neighbor,"

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

City Clerk File No. Res. 10-429

Agenda No. 10.Z.7

Approved: JUN 23 2010

TITLE:



## Resolution Honoring Welcome Baptist Church On the Occasion of Their Men's and Women's Day

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

**WHEREAS**, during the spring of 1925, Rev. Moses G. Green, organized Welcome Baptist Church in Jersey City's downtown section as a sanctuary for residents migrating north to the city from the southern states. Welcome's membership grew steadily under Rev. Green's guidance; and

**WHEREAS**, in 1967, Rev. Walter L. D. Hankerson was called as the second pastor. Under his direction, the membership continued to grow and the church moved to a larger location; and

**WHEREAS**, in 1986, the Rev. Horatius A. Greene, the third pastor in the church's history, was called to minister to the flock. Under his guidance, the congregation moved to its current location on Monticello Avenue; and

**WHEREAS**, in 1992, Rev. Greene passed the church's leadership to Rev. William T. Bailey, who hails from Holly Hill, South Carolina. The church continues to flourish; and

**WHEREAS**, Welcome Baptist Church has been blessed with its Ushers', Nurses', Missionary and Praise Team ministries.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Welcome Baptist Church on the occasion of their Men's and Women's Day celebration. We give special accolades to Reverend William T. Bailey and his family, Deacon Alphonso Conyers, Deacon Allan Shaw, Ministers' Rosalyn S. Barnes and Michelle Bailey, Mother Alma Alston and Sis. Tasha Austin for their commitment to their church and their community.

G:\WPDOCS\TOLONDA\RESOS\CHURCHES>Welcome Baptist Church's History.wpd

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

APPROVED: *J. M. Allen*  
Business Administrator

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0  
6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-430  
 Agenda No. 10.Z.8  
 Approved: JUN 23 2010  
 TITLE:



## RESOLUTION HONORING THE PAST AND PRESENT PASTORS OF **MONUMENTAL BAPTIST CHURCH** ON THE OCCASION OF THEIR 110TH ANNIVERSARY CELEBRATION

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

**WHEREAS**, Monumental Baptist Church had its beginnings in a store front at 349 Johnston Avenue in June 1900. The church was known as Mizpah Baptist Church; and

**WHEREAS**, Monumental Baptist Church was incorporated on September 16, 1904; and

**WHEREAS**, in 1905, Monumental Baptist Church purchased 116 Lafayette Street for \$1,750.00. That year, the church united with the North Jersey Baptist Association and the Afro American Baptist State Convention; and

**WHEREAS**, under the leadership of Rev. Joseph L. Jones, Sr., the current pastor, Monumental Baptist Church was officially approved as a 501(c)(3) religious organization by the federal government and the MBC Community Development Corporation was formed; and

**WHEREAS**, Monumental Baptist Church offers spiritual guidance, valuable programs and is a beacon of light in the Jersey City Lafayette community. The church owns rental properties and their ministries continue to expand.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor the following past and present pastors of Monumental Baptist Church on the occasion of their 110th anniversary celebration.

- Rev. William Edwards (1900-1901)
- Rev. C. H. Garlick (1901-1903)
- Rev. William S. Smith (1903-1943)
- Rev. William Fitzgerald (1943-1943)
- Rev. Ercel F. Webb (1943-1986)
- Rev. Willard W.C. Ashley (1986-1996)
- Rev. Joseph L. Jones, Sr. (1996-present)

G:\WPDOCS\TOLONDA\RESOS\CHURCHES\Monumental Baptist Church.wpd

APPROVED: \_\_\_\_\_  
 APPROVED: [Signature]  
 Business Administrator

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

Certification Required   
 Not Required

APPROVED 9-0  
 6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-431

Agenda No. 10.Z.9

Approved: JUN 23 2010

TITLE:



## RESOLUTION HONORING JERSEY CITY NATIVE MICHAEL SHAARA ON THE ANNIVERSARY OF HIS BIRTH

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

**WHEREAS**, Michael Shaara, the son of Italian immigrants was born in Jersey City on June 23, 1928; and

**WHEREAS**, Michael Shaara attended Jersey City Public School # 11 and graduated from Lincoln High School and Rutgers University; and

**WHEREAS**, Michael Shaara began his literary career writing for magazines such as The Saturday Evening Post, Cosmopolitan, and Redbook, with his contemporaries Isaac Asimov and Ray Bradbury; and

**WHEREAS**, Michael Shaara taught creative writing and literature at Florida State University, during which time he continued to write and publish; and

**WHEREAS**, Michael Shaara published "*The Killer Angels*", which won the Pulitzer Prize for Fiction in 1975 and was later adapted into the film "*Gettysburg*"; and

**WHEREAS**, "*The Killer Angels*", now in its 109<sup>th</sup> printing, is considered to be the definitive literary work on the Civil War Battle of Gettysburg and has been used at the US Military Academy at West Point; and

**WHEREAS**, "*The Killer Angels*" has been cited by filmmaker Ken Burns as a primary influence on his documentary style and interest in the Civil War; and

**WHEREAS**, Michael Shaara sadly did not receive the acclaim due him before his untimely death on May 5, 1988;

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City hereby honors its native son, Michael Shaara, for his contributions to American history and literature, on the 82<sup>nd</sup> anniversary of his birth.

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

APPROVED AS TO LEGAL FORM

APPROVED: *John Tally*  
Business Administrator

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

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-432

Agenda No. 10.Z.10

Approved: JUN 23 2010

TITLE:



## RESOLUTION WELCOMING THE SDASA CHORALE TO THE CITY OF JERSEY CITY

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

**W**HEREAS, the SDASA Chorale is an all male-voice gospel ensemble. Its members are from the Seventh Day Adventists' Students Association (SDASA) in Soweto. In recent years it has earned the reputation as one of South Africa's mostly highly regarded gospel ensembles; and

**W**HEREAS, the SDASA Chorale has been in existence for fourteen years and is renowned for the versatility of its repertoire, while remaining firmly rooted in the bedrock of indigenous church music; and

**W**HEREAS, the SDASA Chorale was selected as the only South African choir to be featured on the main program of the Standard Bank National Arts Festival in 1996. The group has also performed at the Johannesburg Arts Festival alongside Wendy Mseleku and Gloria Bosman. They have also shared the stage with other well-known musicians including Sibongile Khurnalo, Mimi Coertsee, Benjamin Dube and Tshepo Tshola; and

**W**HEREAS, the SDASA Chorale is dedicated to community service and often perform for various charities. They visit prisons and call for the upgrading of hostels. The group's involvement with educational programs like the Catch Them Young and Project Sunrise initiatives in Soweto are praiseworthy; and

**W**HEREAS, the SDASA Chorale will perform in Jersey City at the Monumental Baptist Church Inspirational Choir program on Sunday June 13, 2010 on the occasion of the celebration of Monumental Baptist Church's 110th anniversary; and

**N**OW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby welcome Musical Director Mokale Koapeng and the SDASA Chorale. We wish them continued success.

G:\WPDOCS\TOLONDA\RESOS\CHURCHES\SDASA South African Gospel Choir.wpd

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

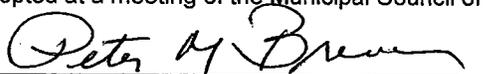
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

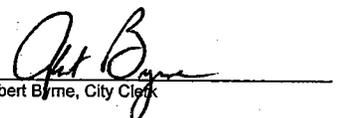
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-433  
 Agenda No. 10.Z.11  
 Approved: JUN 23 2010  
 TITLE:



## Resolution Honoring MOISHE'S MOVING AND STORAGE On the Occasion of Their 25th Anniversary

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

**WHEREAS, Moishe's Moving and Storage** was founded 25 years ago with one truck and has since grown into the largest and most trusted moving and storage company in the New York Tri-State Area with locations in Chicago, Los Angeles, San Francisco, Miami, Atlanta, Philadelphia, and Washington, D.C. Their Corporate Headquarters is located at 227 Coles Street in Jersey City; and

**WHEREAS, Moishe's Moving and Storage** offers a combination of old-fashioned, quality customer service backed by cutting-edge technology and equipment. Their world-class moving and storage solutions include mobile storage, self storage, full-service moving locally and internationally, document storage, inventory management, wine storage and white-glove fine arts handling; and

**WHEREAS, Moishe's Moving and Storage** has created a long list of substantial contributions to the quality of life in the cities of which they operate as well as around the world. Their employees are encouraged to donate their time to worthy causes; and

**WHEREAS, Moishe's Moving and Storage's** charitable efforts are diverse and include The New York City Marathon, EIF Revlon Run/Walk for Women against cancer, the Tribeca Film Festival and Angelwish, for children affected by HIV/AIDS throughout the world. Moishe's trucks helped deliver supplies to victims of Hurricane Katrina. The company also raised funds for Haiti earthquake victims and donated moves to holocaust survivors; and

**WHEREAS, Moishe's Moving and Storage** is a socially responsible company and has the distinction of being the first "Green" moving company on the east coast. They plan to institute changes that will have a big impact on reducing waste and conserving energy.

**NOW, THEREFORE BE IT RESOLVED,** that the Municipal Council of the City of Jersey City does hereby honor **Moishe's Moving and Storage** on the occasion of their 25th anniversary. We extend our gratitude for the honor the philanthropic company brings to our city and wish them continued success.

G:\WPDOCS\TOLONDA\RESOS\ANNIVERSARY\Moishe's Moving and Storage.wpd

APPROVED: \_\_\_\_\_  
 APPROVED: [Signature]  
 Business Administrator

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

Certification Required   
 Not Required

APPROVED 9-0  
 6/23/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-434

Agenda No. 10.Z.12

Approved: \_\_\_\_\_

TITLE:



RESOLUTION AUTHORIZING A CHANGE ORDER TO INCREASE THE AMOUNT OF THE CONTRACT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ALL ELIGIBLE CITY EMPLOYEES AND RETIREES

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City (City) is required to provide a prescription drug plan for all eligible City employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance 53-40; and

**WHEREAS**, Resolution 09-549 approved on July 15, 2009 awarded a one year Extraordinary, Unspecifiable Services (EUS) contract to Express Scripts effective July 1, 2009 and ending on June 30, 2010 to provide a prescription drug plan; and

**WHEREAS**, the current annual cost of the contract is \$17,978,144.25 and because the cost of prescription drug coverage has increased due to a high amount of claims, it is necessary to increase the amount of the contract by \$3,328,000.00 for a total cost not to exceed \$21,306,144.24; and

**WHEREAS**, the contract was awarded 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**, funds in the amount of \$3,328,000.00 are available in the 2010 budget in account No. 01-201-23-220-805, Department of Administration; and

**WITHDRAWN**

TITLE:

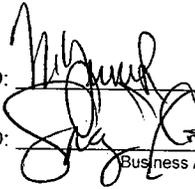
RESOLUTION AUTHORIZING A CHANGE ORDER TO INCREASE THE AMOUNT OF THE CONTRACT BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ALL ELIGIBLE CITY EMPLOYEES AND RETIREES

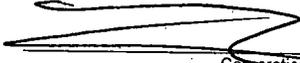
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated by reference.
2. The contract with EXPRESS SCRIPTS is amended to increase the contract amount from \$17,978,144.25 to \$21,306,144.25.

I, Donna Mauer, 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.

\_\_\_\_\_  
 Donna Mauer  
 Chief Financial Officer

APPROVED:   
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Muni

**WITHDRAWN**

N.J.

## Nellie Luna

---

**From:** Michaline Yurcik  
**Sent:** Wednesday, June 16, 2010 3:54 PM  
**To:** Nellie Luna  
**Subject:** benefits budget

For the Express Scripts amended resolution monies will be transferred from the Medical line and any remaining funds in the additional line items once all June payment are complete. Most money should be available the week ending June 18, 2010.

Thank you.

*Michaline Yurcik*

Supervising Administrative Analyst

RPPS, MPA

(201) 547-5515 - office

(201) 547-4415 - fax

*"If we ever forget we are one nation under God, then we will be a nation gone under." Ronald Reagan*

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

City Clerk File No. Res. 10-435  
 Agenda No. 10.Z.13  
 Approved: JUN 23 2010  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),  
 WHITON STREET FROM MAPLE STREET TO JOHNSTON AVENUE  
 BEGINNING 3:00 P.M. AND ENDING 7:00 P.M. ON SATURDAY, JUNE 26, 2010  
 (RAIN DATE: SUNDAY, JUNE 27, 2010) AT THE REQUEST OF TEAM  
 WALKER INC. FOR THE PURPOSE OF THE OPENING DAY FOR SUMMER  
 PROGRAM**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Team Walker Inc. to close Whiton Street from Maple Street to Johnston Avenue beginning 3:00 p.m. and ending 7:00 p.m. on Saturday, June 26, 2010 (rain date: Sunday, June 27, 2010) for the purpose of Opening Day for Summer program and

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

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

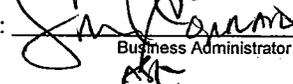
**WHEREAS**, the request to close Whiton Street, does not meet one or more of the requirements set forth in Section 296-71 and Section 296-72(B)(8) and 296.73(D) because the request to close Whiton Street was submitted by a non-resident; and

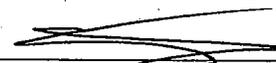
**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72 and 296.73 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Whiton Street from Maple Street to Johnston Avenue from 3:00 p.m. to 7:00 p.m. on Saturday, June 26, 2010 (rain date: Sunday, June 27, 2010) for the purpose of Opening Day for Summer program.

APPROVED:   
 Director of Traffic & Transportation

APPROVED:  6/23/10  
 Municipal Engineer

APPROVED:  Business Administrator

  
 Corporation Counsel

JDS:pcl  
 (06.22.10)

Certification Required   
 Not Required

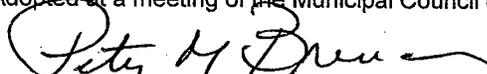
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/23/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Whiton Street from Maple Street to Johnston Avenue from 3:00 p.m. to 7:00 p.m. on Saturday, June 26, 2010 (rain date: Sunday, June 27, 2010) at the request of Team Walker Inc. for the purpose of the Opening Day Summer Program

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Jerry Walker on behalf of Team Walker Inc., 316 Communipaw Avenue, 201.433.1888

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

Authorize the closing of Whiton Street from Maple Street to Johnston Avenue beginning 3:00 p.m. to 7:00 p.m. on Saturday, June 26, 2010 (rain date: Sunday, June 27, 2010)

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

Opening Day for Summer Program

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

Community Affair

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

No Cost to the City

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

3:00 p.m., Saturday, June 26, 2010 (rain date: Sunday, June 27, 2010)

**8. Anticipated completion date:**

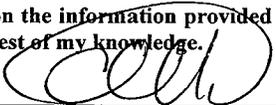
7:00 p.m., Saturday, June 26, 2010 (rain date: Sunday, June 27, 2010)

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

Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

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

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

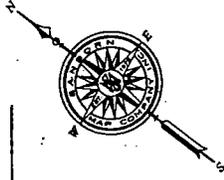
\_\_\_\_\_  
Signature of Department Director

6/23/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

47

PACIFIC AV.



51

WHITON

2074

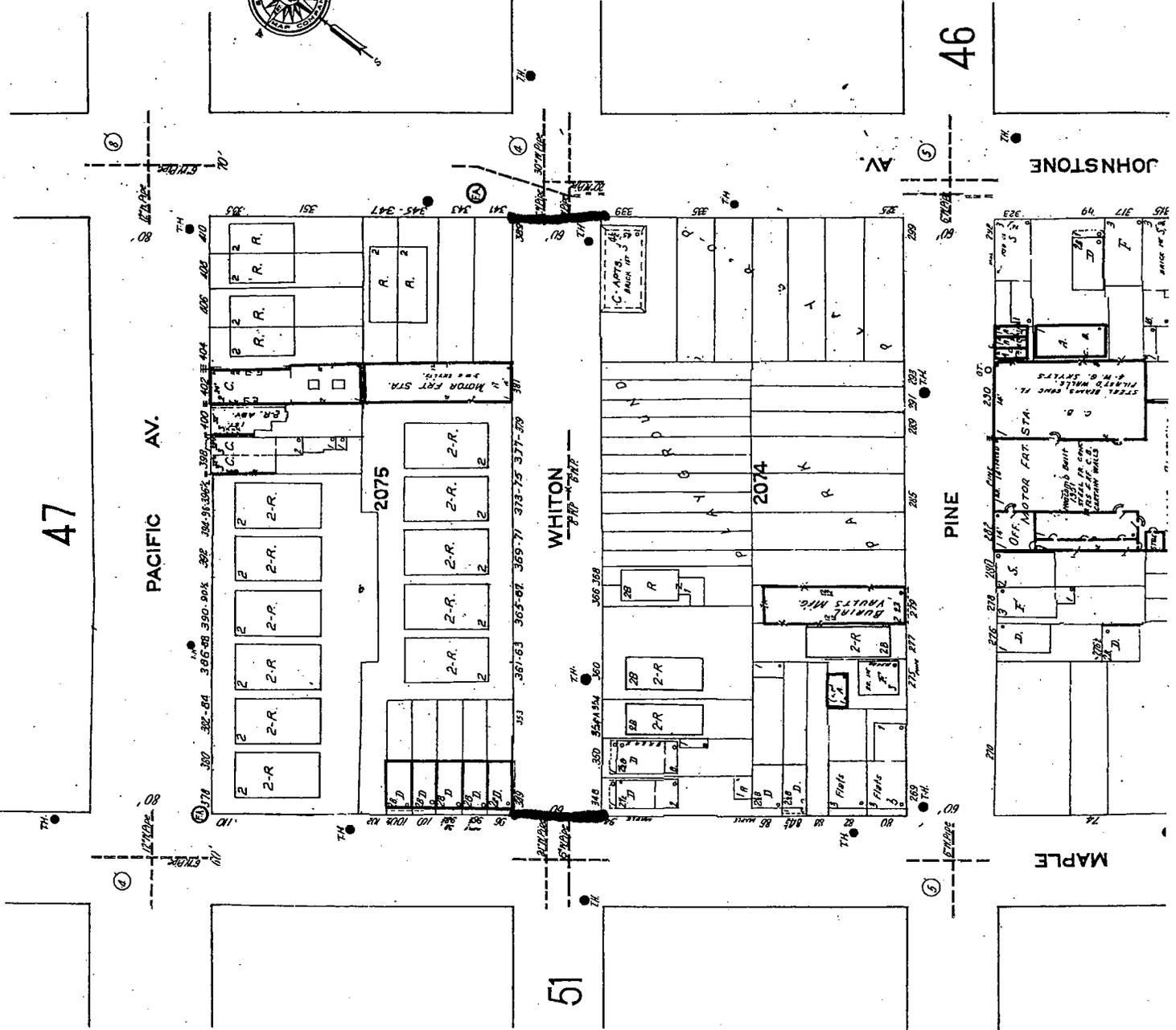
2075

PINE

MAPLE

46

JOHNSTONE



70'

70'

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300-302-84 306-80 350-80% 382 384-91-395 399-100 402-404 408 410

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275-277 279 283 285 287 291 293 295 297 299 301 303 305 307 309 311 313 315 317 319 321 323 325 327 329 331 333 335 337 339 341 343 345 347 349 351 353 355 357 359 361 363 365 367 369 371 373 375 377 379 381 383 385 387 389 391 393 395 397 399 401 403 405 407 409 411 413 415 417 419 421 423 425 427 429 431 433 435 437 439 441 443 445 447 449 451 453 455 457 459 461 463 465 467 469 471 473 475 477 479 481 483 485 487 489 491 493 495 497 499 501 503 505 507 509 511 513 515 517 519 521 523 525 527 529 531 533 535 537 539 541 543 545 547 549 551 553 555 557 559 561 563 565 567 569 571 573 575 577 579 581 583 585 587 589 591 593 595 597 599 601 603 605 607 609 611 613 615 617 619 621 623 625 627 629 631 633 635 637 639 641 643 645 647 649 651 653 655 657 659 661 663 665 667 669 671 673 675 677 679 681 683 685 687 689 691 693 695 697 699 701 703 705 707 709 711 713 715 717 719 721 723 725 727 729 731 733 735 737 739 741 743 745 747 749 751 753 755 757 759 761 763 765 767 769 771 773 775 777 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# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: WHITON ST from MAPLE ST to JOHNSTON AV**

PURPOSE OF EVENT: opening day for summer program

**BEGINS: 3PM ENDS: 7PM Saturday, June 26 (rain date Sunday, June 27), 2010**

APPLICANT: Jerry Walker

ORGANIZATION: Team Walker Inc

STREET ADDRESS: 316 Communipaw Av

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.433.1888

BEING WAIVED: nonresident



**CITY OF JERSEY CITY**  
**Division of Engineering**  
**Traffic and Transportation**  
**MEMORANDUM**

**DATE:** June 22, 2010  
**TO:** Robert Byrne, City Clerk  
**FROM:** Patricia Logan, Supervising Traffic Investigator   
**SUBJECT:** WHITON STREET - STREET CLOSING RESOLUTION

As you requested, attached is a Resolution (for Municipal Council approval) authorizing the closing of the following street(s):

- Whiton Street from Maple Street to Johnston Avenue beginning 3:00 p.m. and ending 7:00 p.m. on Saturday, June 26, 2010 (rain date: Sunday, June 27, 2010).

The resolution has been proposed at the request of Jerry Walker on behalf of Team Walker, Inc. for the opening day for summer program.

The Municipal Council has requested that this Resolution will be listed on the Agenda for the June 23, 2010 Municipal Council meeting.

If you have any questions feel free to contact Patricia Logan @ ex. 4492.

Thank you.

  
6/23/10  
Chuck F. Lee, P.E., Municipal Engineer

- C: John Kelly, Business Administrator  
District Captain  
Chief Executive Officer Mary Spinello-Paretti, JCPA  
Council President Brennan  
Councilman Sottolano  
Councilman Gaughan  
Councilman Flood  
Councilman Donnelly  
Councilman Fulop  
Councilman Vega, Jr.  
Councilwoman Lopez  
Councilwoman Richardson

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

City Clerk File No. Res. 10-436  
 Agenda No. 10.Z.14  
 Approved: JUN 23 2010  
 TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF JERSEY CITY IN OPPOSITION TO THE RELOCATION OF THE HOBOKEN PUBLIC WORKS GARAGE TO JERSEY CITY

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, in 2005 the City of Hoboken sold their Public Works Facility property on Observer Highway; and

**WHEREAS**, the City of Hoboken is currently without a place to relocate their facility; and

**WHEREAS**, the City of Hoboken has approved \$16 million in bonds to buy back the Observer Highway property if their attempt to relocate the Public Works Facility is unsuccessful; and

**WHEREAS**, the City of Hoboken has been exploring the option of building the facility at 173 16<sup>th</sup> Street in Jersey City. Mayor Healy has expressed his opposition to the facility being placed there; and

**WHEREAS**, relocating the Hoboken Public Works Facility to Jersey City will have a negative impact on this downtown neighborhood which is already suffering from traffic congestion due to their proximity to the Holland Tunnel; and

**WHEREAS**, the Municipal Council of the City of Jersey City wishes to make its feelings known about this important matter.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City opposes the relocation of the Hoboken Public Works Facility to Jersey City.

**BE IT FURTHER RESOLVED**, that the Municipal Clerk forward copies of this resolution to Hoboken Mayor Dawn Zimmer and City Clerk James Farina for distribution to the Hoboken Municipal Council Members.

APPROVED: \_\_\_\_\_  
 APPROVED: *James Farina*  
 Business Administrator  
 Asst.

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

Certification Required   
 Not Required

APPROVED **9-0**  
**6/23/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/23/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk