

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

City Clerk File No. Res. 10-130

Agenda No. 10.A

Approved: MAR 10 2010

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

WHEREAS, it is necessary to provide an additional appropriation in the Fiscal Year 2010 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Fiscal Year 2010 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Fiscal Year 2010 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$450,619,734.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
20-100 ADMINISTRATORS OFFICE OE	60,000	73,000
20-101 MANAGEMENT & BUDGET OE	273,700	274,500
20-145 TAX COLLECTOR OE	108,000	148,000
28-375 PARK MAINTENANCE OE	408,075	410,075
26-291 BUILDING & STREET MAINTENANCE OE	1,041,675	1,068,225
26-315 AUTOMOTIVE SERVICES OE	2,016,425	2,038,425
20-175 NEIGHBORHOOD IMPROVEMENT OE	8,200	8,800
30-415 ACCUMULATED ABSENCES	6,500,000	8,404,000
36-478 JC EMPLOYEE RETIREMENT	4,213,985	5,655,937
SAMHSA- TOWN HALL MEETINGS GRANT	0	500
NJDOT- NEWARK AVE. PHASE 3 SIDE STREETS	0	1,020,000

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Approved: MAR 10 2010

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

2. Said emergency temporary appropriation will be provided for in the Fiscal Year 2010 Municipal Budget.

APPROVED: *Angela Murray* CFO  
 APPROVED AS TO LEGAL FORM  
 APPROVED: *Gregory J. Robinson*  
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
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. 10-131

Agenda No. 10.B

Approved: MAR 10 2010

TITLE:



**RESOLUTION RESCINDING RESOLUTION 10-094 APPROVED ON FEBRUARY 10, 2010 AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY FOR THE PERFORMANCE OF SERVICES FOR ONE ANOTHER**

COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, Resolution 10-094 approved on February 10, 2010 authorized the Jersey City Municipal Utilities Authority (JCMUA) and the City of Jersey City (City) to enter into a Shared Services Agreement pursuant to the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq; and

**WHEREAS**, the Shared Services Agreement would permit the City and the JCMUA to utilize the expertise of each others employees to perform services related to budget and fiscal affairs matters; and

**WHEREAS**, the City and the JCMUA no longer desire to proceed with a Shared Services Agreement.

**NOW, THEREFORE, Be It Resolved** by the Municipal Council of the City of Jersey City that Resolution 10-094 approved on February 10, 2010 and authorizing a Shared Services Agreement between the City of Jersey City and the Jersey City Municipal Utilities Authority is hereby rescinded.

RR  
2-10-10

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

APPROVED: *Gregory P. ...* Business Administrator *...* Corporation Counsel

2010028

Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								3/10/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	ABSENT		
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. 10-132  
Agenda No. 10.C  
Approved: MAR 10 2010  
TITLE:



**RESOLUTION AUTHORIZING PAYMENT OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA") THE SUM OF \$236,000 FOR RESPONSE RECOVERY SERVICES AT THE SITE LOCATED BETWEEN GRAND AND AETNA STREETS, JERSEY CITY, NEW JERSEY**

**COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION**

**OFFERED AND MOVED ADOPTION OF THE**

**WHEREAS**, under the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. ("CERCLA"), the U.S. Environmental Protection Agency ("EPA") is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment and for preventing further contamination from occurring and for cleaning up any contamination that has already occurred; and

**WHEREAS**, the 15.8-acre tract located at the foot of Jersey Avenue at Aetna Street in Jersey City, New Jersey sometimes known as "Turnpike Dump Site #5" (the "Site"), has historically been used for un-permitted land fill operations since at least the 1940's; and

**WHEREAS**, the City is the owner of the tract called "Turnpike Dump Site #5;" and

**WHEREAS**, in 1991, the EPA was called upon to assist local and State emergency response action to extinguish a large tire fire, for which the City of Jersey City (the "City") paid a portion of the costs thereof in the sum of \$179,809.59; and

**WHEREAS**, in the years 2006 through 2007 at Jersey City's request, the EPA conducted removal activity, including the removal of approximately 400 drums containing hazardous substances (the "removal action"); and

**WHEREAS**, on August 14, 2008, the EPA demanded from the City reimbursement of its costs for its 2006-2007 removal action at the Site in the sum of at least \$1,064,281.25; and

**WHEREAS**, being the owner of the Site, under 42 U.S.C. §9607 (a) the City is potentially liable (a "PRP" or Potentially Responsible Party) for all costs (including interest) incurred by the EPA for its 2006-2007 removal action, which costs, with interest, have grown to \$1,180,036.00 ; and

**WHEREAS**, the EPA agreed to accept from the City, twenty percent (20%) of its costs, in the sum of \$236,000.00, as full payment for its 2006-2007 removal action with a contract to be prepared by the EPA with a covenant not to sue the City and with contribution protection provided against any suit from any other person or entity regarding the 2005-2007 removal action at the Site.

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

1. The Mayor or Business Administrator be authorized to enter into a contract with the EPA setting the amount that the City is obligated to pay the EPA at \$236,000.00 in consideration of the EPA's covenant not to sue the City or to permit any third-party suit regarding the 2006-2007 removal action at the Site and subject to such modifications as are deemed necessary or appropriate by Corporation Counsel.
2. By March 12, 2010, the Mayor, Business Administrator or Corporation Counsel shall inform the EPA in writing of its intent to pay the EPA as described in the foregoing paragraph.

City Clerk File No. Res. 10-132

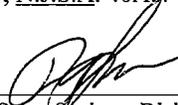
Agenda No. 10.C

TITLE: **MAR 1 0 2010**

**RESOLUTION AUTHORIZING PAYMENT OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ("EPA") THE SUM OF \$236,000 FOR RESPONSE RECOVERY SERVICES AT THE SITE LOCATED BETWEEN GRAND AND AETNA STREETS, JERSEY CITY, NEW JERSEY**

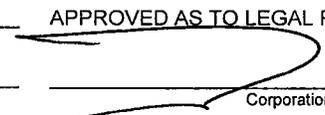
- 3. The sum of \$236,000.000 shall be paid to the EPA from Account #10-14-298-56-000-855 upon the execution of the contract described in paragraph 1 herein.
- 4. A copy of the contract shall be available for public inspection at the Office of the City Clerk.
- 5. That the Mayor or Business Administrator are hereby authorized to take such other actions as may be deemed necessary to effectuate the purposes of the contract described in paragraph 1 herein.

I, Peter Soriero, as Risk Manager, 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.

  
Peter Soriero, Risk Manager

JDOD/cw  
03/02/10

APPROVED:  Business Administrator

APPROVED AS TO LEGAL FORM:  Corporation Counsel

Certification Required

Not Required

2 0 1 0 0 2 6

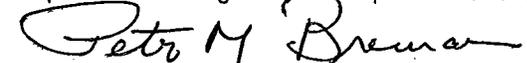
APPROVED 8-0

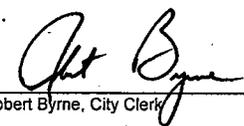
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ 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. 10-133

Agenda No. 10.D

Approved: MAR 10 2010



TITLE:

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO DISCHARGE THE MORTGAGE AFFECTING THE PROPERTY KNOWN AS 723 GRAND STREET WITH THE URBAN LEAGUE OF HUDSON COUNTY**

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

**WHEREAS**, the City of Jersey City (City) entered into a second mortgage agreement with the Urban League of Hudson County (ULHC) on June 17, 1997 for a loan of up to \$943,000.00 for the rehabilitation as affordable housing of a building located at Block 2060, Lot A, also known as 723 Grand Street in Jersey City, which mortgage was recorded on October 28, 1999 in Mortgage Book 7229 at page 277; and

**WHEREAS**, Resolution 03-628 approved on August 13, 2003 authorized the execution of a mortgage modification agreement with ULHC changing the loan amount stated in the mortgage recorded on October 28, 1999 in Mortgage Book 7229 at page 277 from \$943,000.00 to \$458,846.47; and

**WHEREAS**, the balance of the loan has been canceled; and

**WHEREAS**, ULHC determined that it was unable to pursue development of the property and sold the property to Starting Points of Hudson County; and

**WHEREAS**, ULHC was required to repay the City \$354,580.65 for the federal HOME funds previously advanced to ULHC; and

**WHEREAS**, the City by its Division of Community Development has verified that in 2009, ULHC repaid the City the sum of \$354,580.65 which was re-deposited into the City's federal HOME funds account; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of the Mortgage for the Urban League of Hudson County dated June 17, 1997 in the sum of \$943,000 affecting 723 Grand Street, Jersey City, also known as Lot A in Block 2060.

3-2-10  
IW/jn  
APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

APPROVED: *Gregory J. Romano* \_\_\_\_\_  
Business Administrator Corporation Counsel

2010027  
Certification Required   
Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		<b>ABSENT</b>	
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. 10-134

Agenda No. 10.E

Approved: MAR 10 2010

TITLE:



## RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH JERSEY CITY COMMUNITY HOUSING, INC. TO ENTER ONTO THE CITY OWNED PROPERTY KNOWN AS 90 VIRGINIA AVENUE

**WHEREAS**, the City of Jersey City (City) owns real property known as 90 Virginia Avenue a/k/a Block 1978, Lot 41.99 (Property); and

**WHEREAS**, Jersey City Community Housing, Inc. (JCCH) is a nonprofit corporation that constructs affordable housing units; and

**WHEREAS**, Ordinance 09-128 approved on January 13, 2010 authorized the execution of a Development Agreement with JCCH and the conveyance of the Property to JCCH so that it can construct fourteen (14) units of affordable residential condominium units; and

**WHEREAS**, the City executed the Development Agreement with JCCH on February 9, 2010; and

**WHEREAS**, JCCH is in the process of finalizing the funding for the project and pursuant to Ordinance 09-128 the Property will be transferred to JCCH when the project funding is complete; and

**WHEREAS**, Resolution 09-827 approved on October 14, 2009 authorized a ninety (90) day License Agreement so that JCCH could enter the Property for the purpose of securing it, performing soil testing and other due diligence before the Property is transferred to JCCH; and

**WHEREAS**, JCCH is requesting another License Agreement for the same purposes for sixty (60) days; and

**WHEREAS**, JCCH agrees to execute the License Agreement attached hereto.

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

1. JCCH, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

TITLE: **MAR 1 0 2010**

**RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH JERSEY CITY COMMUNITY HOUSING, INC. TO ENTER ONTO THE CITY OWNED PROPERTY KNOWN AS 90 VIRGINIA AVENUE**

- 3. The term of this License Agreement shall be for sixty (60) days effective as of the date that City officials execute the License Agreement.

RR  
3-3-10

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: Gregory Roman \_\_\_\_\_  
Business Administrator Corporation Counsel

10029

Certification Required   
 Not Required

**APPROVED 8-0**  
**3/10/10**

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	ABSENT		
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

## LICENSE 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 "City" or Licensor") and Jersey City Community Housing Corporation (hereinafter referred to as "Licensee"), whose address is 152 Central Avenue, Jersey City, New Jersey 07307.

By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is located at 90 Virginia Avenue a/k/a Block 1978, Lot 41.99 (hereinafter referred to as the "premises"). The City will be transferring the premises to the Licensee in the near future for the purpose of constructing 14 affordable residential condominium units. Licensee, and/or its contractors or agents, are permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

1. The term of this License is for a period of sixty (60) days effective as of the date this Agreement is executed by City officials.
2. The Licensee shall be permitted to use the premises for the following activities:
  - (a) securing the premises;
  - (b) performing environmental testing of the building and soil; and
  - (c) perform such other acts of due diligence necessary before the City transfers the premises to the Licensee.

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

3. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.
4. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be

reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

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

16. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Ann Marie Miller, Manager  
Office of Real Estate  
City Hall  
280 Grove Street  
Jersey City, N.J. 07302  
Telephone No. (201) 547-5234

Licensee:

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not

assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

20. This Agreement shall terminate on \_\_\_\_\_, 2010.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2010

JERSEY CITY COMMUNITY  
HOUSING, INC.  
(Licensee)

CITY OF JERSEY CITY

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

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

Brian O'Reilly  
Business Administrator

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

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

Robert Byrne  
City Clerk

RR  
3-3-10

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

City Clerk File No. Res. 10-135  
 Agenda No. 10.F  
 Approved: MAR 10 2010  
 TITLE:



**AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE  
 CERTIFICATES# 290509, 370006, 2006-2220, 2006-2655,  
 2006-2574, 2006-2130, 2006-1873, AND 290509  
 SOLD TO MICHAEL FABRIKANT & ASSOC.**

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

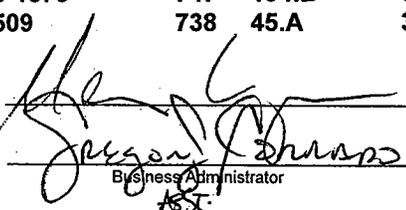
**WHEREAS**, the City of Jersey City sold a tax sale certificates on (SEE LIST BELOW) to Michael Fabrikant; and

**WHEREAS**, Michael Fabrikant the third party lien holder lost the original certificates issued ; and

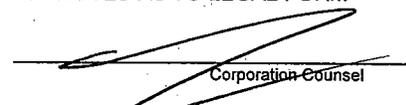
**WHEREAS**, the Tax Collector would like to issue a duplicate tax sale certificate to Michael Fabrikant under chapter 99 the P.L. of 1997.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that Michael Fabrikant be given duplicate tax sale certificates for (SEE LIST BELOW)

CERTIFICATE	BLOCK/LOT	ADDRESS	DATE ISSUED
370006	167 24.A	245 VAN VORST ST	10/30/2003
2006-2220	1358 143.A	69 ROSE AVENUE	10/5/2006
2006-2655	1939 E	84 MADISON AVENUE	10/5/2006
2006-2574	1881 33.A	25 HIGH STREET	10/5/2006
2006-2130	1318 45	130 STEGMAN STREET	10/5/2006
2006-1873	747 194.B	64 FRANKLIN STREET	10/5/2006
290509	738 45.A	355 PALISADE AVENUE	6/15/2000

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

Certification Required

Not Required

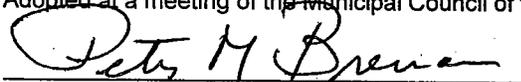
**APPROVED 8-0**

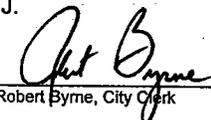
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ 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

AFFIDAVIT  
DISCHARGE OF TAX LIEN

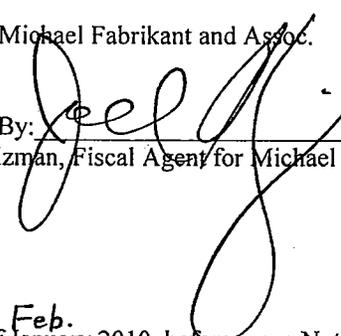
THIS IS TO CERTIFY THAT the following tax sale certificate held by the undersigned ,Michael Fabrikant . and originally issued by the Collector of Taxes, City of Jersey City , New Jersey, County of Hudson, State of New Jersey on lands known and designated on the Tax Maps and Tax Duplicate of said municipality as Block 167 Lot 24.A , and commonly known as 239-245 Van Vorst St. and assessed against Vorst Holdings c/o fmferrari Inv Van. has been lost and can not be located. It is our understanding said lien has been paid and your office is currently holding the funds.

Said tax sale certificate was recorded in: No recording info exists . ,

<u>DATE OF SALE</u>	<u>CERT NO.</u>	<u>AMOUNT</u>	<u>BOOK</u>	<u>PAGE</u>
10/30/2003	37006	\$178.47		

IN WITNESS WHEREOF, Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc., has hereby set his seal on this 2nd day of ~~January~~ Feb. 2010

Michael Fabrikant and Assoc.

By:   
Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc.

STATE OF NEW JERSEY     )  
  )SS:  
COUNTY OF MONMOUTH    )

BE IT REMEMBERED that on this 2d day of ~~January~~ Feb. 2010, before me, a Notary Public Personally appeared Joel Kreizman Fiscal Agent for Michael Fabrikant and Assoc. who I am satisfied is the person named who executed the within instrument and thereupon, he acknowledged that he signed sealed delivered the same as his act and deed, as the act of the entity, for the uses and purpose expressed

  
Notary Public  
LINDA O. DELLETT  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: 11/28/2013

**AFFIDAVIT  
DISCHARGE OF TAX LIEN**

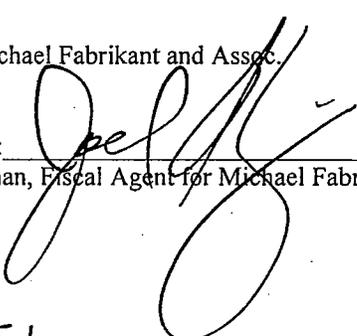
THIS IS TO CERTIFY THAT the following tax sale certificate held by the undersigned ,Michael Fabrikant . and originally issued by the Collector of Taxes, City of Jersey City , New Jersey, County of Hudson, State of New Jersey on lands known and designated on the Tax Maps and Tax Duplicate of said municipality as Block 1358 Lot 143.A , and commonly known as 69 Rose Ave and assessed against Rosalind Stewart has been lost and can not be located.  
It is our understanding said lien has been paid and your office is currently holding the funds.

Said tax sale certificate was recorded in: No Recording information is available. ,

<u>DATE OF SALE</u>	<u>CERT NO.</u>	<u>AMOUNT</u>	<u>BOOK</u>	<u>PAGE</u>
10/5/2006	2006-2220	\$640.67		

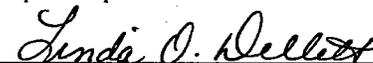
IN WITNESS WHEREOF Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc., has hereby set his seal on this 20<sup>th</sup> day of ~~January~~ Feb. 2010

Michael Fabrikant and Assoc.

By:   
Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc.

STATE OF NEW JERSEY     )  
  )SS:  
COUNTY OF MONMOUTH    )

BE IT REMEMBERED that on this 20<sup>th</sup> day of ~~January~~ Feb. 2010, before me, a Notary Public Personally appeared Joel Kreizman Fiscal Agent for Michael Fabrikant and Assoc. who I am satisfied is the person named who executed the within instrument and thereupon, he acknowledged that he signed sealed delivered the same as his act and deed, as the act of the entity, for the uses and purpose expressed

  
\_\_\_\_\_  
Notary Public

LINDA O. DELLETT  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: 11/28/2013

**AFFIDAVIT  
DISCHARGE OF TAX LIEN**

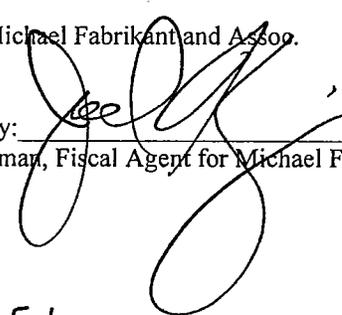
THIS IS TO CERTIFY THAT the following tax sale certificate held by the undersigned ,Michael Fabrikant . and originally issued by the Collector of Taxes, City of Jersey City , New Jersey, County of Hudson, State of New Jersey on lands known and designated on the Tax Maps and Tax Duplicate of said municipality as Block 1939 Lot E , and commonly known as 84 Madison Ave and assessed against George and Annie Trent has been lost and can not be located.  
It is our understanding said lien has been paid and your office is currently holding the funds.

Said tax sale certificate was recorded in: No Recording information is available. ,

<u>DATE OF SALE</u>	<u>CERT NO.</u>	<u>AMOUNT</u>	<u>BOOK</u>	<u>PAGE</u>
10/5/2006	2006-2655	1534.47		

IN WITNESS WHEREOF, Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc., has hereby set his seal on this 2nd day of ~~January~~ Feb. 2010

Michael Fabrikant and Assoc.

By:   
Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc.

STATE OF NEW JERSEY     )  
  )SS:  
COUNTY OF MONMOUTH    )

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Linda O. Dellett  
Notary Public

LINDA O. DELLETT  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: 11/28/2013





**AFFIDAVIT  
DISCHARGE OF TAX LIEN**

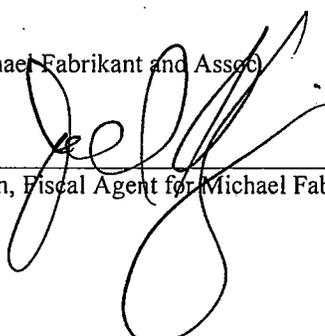
THIS IS TO CERTIFY THAT the following tax sale certificate held by the undersigned ,Michael Fabrikant . and originally issued by the Collector of Taxes, City of Jersey City , New Jersey, County of Hudson, State of New Jersey on lands known and designated on the Tax Maps and Tax Duplicate of said municipality as Block 747 Lot 194.B , and commonly known as 64 Franklin St and assessed against Almoataz B. Basuoni has been lost and can not be located.  
It is our understanding said lien has been paid and your office is currently holding the funds.

Said tax sale certificate was recorded in: No Recording information is available. ,

<u>DATE OF SALE</u>	<u>CERT NO.</u>	<u>AMOUNT</u>	<u>BOOK</u>	<u>PAGE</u>
10/5/2006	2006-1873	\$2530.15		

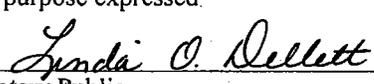
IN WITNESS WHEREOF Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc., has hereby set his seal on this 2nd day of ~~January~~ Feb. 2010

Michael Fabrikant and Assoc.

By:   
Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc.

STATE OF NEW JERSEY     )  
  )SS:  
COUNTY OF MONMOUTH    )

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Notary Public

LINDA O. DELLETT  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: 11/28/2013

AFFIDAVIT  
DISCHARGE OF TAX LIEN

THIS IS TO CERTIFY THAT the following tax sale certificate held by the undersigned ,Michael Fabrikant . and originally issued by the Collector of Taxes, City of Jersey City , New Jersey, County of Hudson, State of New Jersey on lands known and designated on the Tax Maps and Tax Duplicate of said municipality as Block 738 Lot 45.A , and commonly known as 355 Palisade Ave .and assessed against 355 Palisade Realty Corp. has been lost and can not be located.  
It is our understanding said lien has been paid and your office is currently holding the funds.

Said tax sale certificate was recorded in the Hudson County Clerks office . ,

DATE OF SALE	CERT NO.	AMOUNT	BOOK	PAGE
6/15/2000	290509	\$2169.75	7841	59

IN WITNESS WHEREOF, Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc., has hereby set his seal on this 2<sup>nd</sup> day of ~~January~~ Feb. 2010

Michael Fabrikant and Assoc.

By: 

Joel Kreizman, Fiscal Agent for Michael Fabrikant and Assoc.

STATE OF NEW JERSEY     )  
  )SS:  
COUNTY OF MONMOUTH    )

BE IT REMEMBERED that on this 2<sup>d</sup> day of ~~January~~ Feb. 2010, before me, a Notary Public Personally appeared Joel Kreizman Fiscal Agent for Michael Fabrikant and Assoc. who I am satisfied is the person named who executed the within instrument and thereupon, he acknowledged that he signed sealed delivered the same as his act and deed, as the act of the entity, for the uses and purpose expressed

  
Notary Public

LINDA O. DELLETT  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES: 11/28/2013

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

City Clerk File No. Res. 10-136

Agenda No. 10.6

Approved: MAR 10 2010

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO SUBMIT A PROPOSAL AND ENTER INTO A GRANT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA) AND THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) FOR IMPLEMENTATION OF JERSEY CITY'S FY 2011 LOCAL SAFETY PROGRAM FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:**

**WHEREAS**, the North Jersey Transportation Planning Authority (NJTPA) in conjunction with the New Jersey Department of Transportation (NJDOT) provides federal funding under its Local Safety Program to provide construction of quick-fix safety improvements on eligible local roadways in the region; and

**WHEREAS**, under the criteria for NJTPA Recommendations for New Initiatives and Crash Prone Locations, Central Avenue Intersection Improvements at various locations from Jefferson Street to North Street has been identified as one of the eligible roadways in need of traffic safety improvements; and

**WHEREAS**, the City of Jersey City, Department of Administration, Division of Engineering, Traffic and Transportation has prepared a proposal with detailed crash prone data to apply for funding under the FY 2011 Local Safety Program; and

**WHEREAS**, this proposal will be presented to the NJTPA with an estimated project cost of \$477,000.00 and must be in "construction-ready state" by the time federal authorization is received; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the City of Jersey City is hereby authorized to submit an application and receive federal funding from NJTPA under the FY2011 Local Safety Program; and

**BE IT FURTHER RESOLVED**, that the Mayor and/or Business Administrator of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to accept a grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the basic agreement and approves the execution of this agreement and establish an account for the grant.

MAR 10 2010

TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO SUBMIT A PROPOSAL AND ENTER INTO A GRANT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA) AND THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) FOR IMPLEMENTATION OF JERSEY CITY'S FY 2011 LOCAL SAFETY PROGRAM FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Certified as a true copy of the Resolution adopted by Council, On this day of , 2011

\_\_\_\_\_  
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: William R. Gale <sup>2-17-10</sup> APPROVED AS TO LEGAL FORM

APPROVED: Gregory J. Romano <sub>Business Administrator</sub> \_\_\_\_\_ <sub>Corporation Counsel</sub>

Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
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



CITY OF  
**JERSEY CITY**

DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Census  
2010

WILLIAM R. GOBLE, P.E., CITY ENGINEER  
CHUCK F. LEE, P.E., ASST. CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR  
BRIAN O'REILLY, BUSINESS ADMINISTRATOR

February 9, 2010

North Jersey Transportation Planning Authority  
Local Safety Program/High Risk Rural Roads Program  
1 Newark Center, 17<sup>th</sup> Floor  
Newark, New Jersey 07102  
Attn: Christine Mittman

SUBJECT: NJTPA FY 2011 Local Safety Program Proposal, Jersey City, NJ  
Project Name: **Central Avenue Intersection Improvements**

Dear Ms. Mittman,

On behalf of the City of Jersey City, please find the electronic copy of our NJTPA 2011 Local Safety Program (LSP) application for funding under Attachment A (NJTPA Recommendations for New Initiatives) and Attachment B (NJTPA Crash Prone Locations List).

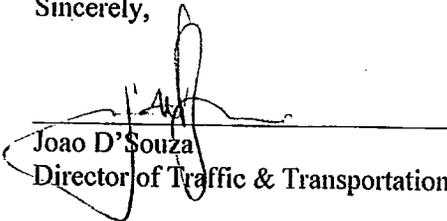
The Central Avenue Intersections Improvement project was presented to the NJTPA and NJDOT technical review committee for evaluation in 2009 but was not funded. We would greatly appreciate reconsideration of this local safety project this year. All accident report data has been updated through December 31, 2009.

An electronic copy of the completed application is being emailed to [cmittman@njtpa.org](mailto:cmittman@njtpa.org).

Six (6) hard copies will be hand delivered to the NJTPA offices in Newark by Thursday, February 11, 2010.

We believed we have provided all the necessary paperwork for this application. If there are any questions, please feel free to contact our office.

Sincerely,

  
Joao D'Souza  
Director of Traffic & Transportation

 FOR 2.9.10  
William R. Goble, P.E.  
City Engineer

c: Honorable Jeramiah Healy, Mayor  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Donna Mauer, Chief Financial Officer  
Chuck F. Lee, Assistant City Engineer  
Dawn Odom, Supervising Administrative Analyst  
Douglass S. Greenfeld, Supervising Planner, HEDC



One Newark Center, 17th floor, Newark, NJ 07102  
(973) 639-8400; fax (973) 639-1953; [www.njtpa.org](http://www.njtpa.org)

Susan M. Zellman, Chairman  
Mary K. Murphy, Executive Director

December 23, 2009

RE: **FY 2011 Local Safety Program & High Risk Rural Roads Program Solicitation**

Dear Trustee:

We are pleased to invite you to submit proposals for the FY 2011 solicitation of the Local Safety and High Risk Rural Roads Programs. The NJTPA is involved in several activities to address travel safety, including implementation of these two federally-supported, locally focused safety funding programs.

Since its inception with a pilot program in 2005, the NJTPA has approved over \$10 million in Local Safety Program funds for quick-fix, high impact safety improvements on county and local roadways. Projects have included new and upgraded signals and signage, striping, and other improvements to increase the safety of drivers, bicyclists and pedestrians. Priority is given to projects that address locations identified as NJTPA safety priorities, NJDOT priorities, or are well supported by data analysis. The Local Safety Program is funded in the current Transportation Improvement Program (TIP) at \$2 million per year.

In addition, the NJTPA administers the High Risk Rural Roads Program (HRRRP) with \$1 million for quick-fix safety improvements on eligible rural roadways. This SAFETEA-LU set aside program specifically addresses safety concerns on rural roads. The HRRRP is funded at \$1 million per year in the TIP.

A few key highlights of the two programs include:

- Only NJTPA member subregions may apply for these programs (the 13 member counties and the cities of Newark and Jersey City).
- Except for Newark and Jersey City, municipalities located within the NJTPA's member subregions may apply only by submitting application(s) to their county, for submission by the county.
- Each subregion may submit a total of up to two (2) applications for consideration each year. This total applies cumulatively and includes any submissions made on behalf of municipalities.
- Both programs will only fund the construction phase of work. Planning, design and right-of-way acquisition are the responsibility of the applicant.

- The estimated project cost must be in the range of \$75,000 to \$500,000 per project.

The attached guidelines and application are for both programs. These materials can also be found on the NJTPA website at [www.njtpa.org](http://www.njtpa.org).

**The deadline for submitting all proposals is Monday, February 15, 2010 at 5pm.** Should you have any questions, please contact Christine Mittman at (973) 639-8448 or Sascha Frimpong at (973) 639-8422.

Sincerely,



Mary K. Murphy  
Executive Director

C: RTAC Members  
County Engineers  
Michael Russo, NJDOT  
Brian Cuccia, NJDOT  
Caroline Trueman, FHWA-NJ  
Martin Hofler, NJTPA  
Lois Goldman, NJTPA  
Josh Schneider, NJTPA

**NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY  
LOCAL SAFETY PROGRAM & HIGH RISK RURAL ROADS PROGRAM  
FY 2011 APPLICATION**

This is a combined application for the FY 2011 NJTPA Local Safety Program and FY 2011 High Risk Rural Roads Program.

The **Local Safety (LS) Program** provides federal funding for construction of quick-fix safety improvements on county and local roadways. The **High Risk Rural Roads (HRRRP) Program** provides federal funds for construction improvements to address safety problems and opportunities only on rural collector or rural local roads that meet program eligibility standards. See Program Guidelines for more details on eligibility for both programs, including important changes for the FY 2011 solicitation.

**APPLICATION DEADLINE: Monday, February 15, 2010 at 5 PM**

**SECTION 1: DESCRIPTION OF THE PROJECT**

Project Name:	Central Avenue Intersection Improvements
Project Location:	Central Avenue – Jersey City
Route/Street Name:	Central Avenue
Mileposts ( <i>required if eligible for High Risk Rural Roads Funding</i> ):	Central Avenue – 0.33 to 1.41
Limits (Cross-streets):	Central Avenue – Jefferson Avenue to North Street
County or Counties:	Hudson
Municipality(s):	Jersey City

**SECTION 2: SPONSORING AGENCY**

Project Sponsor: **Municipalities** other than Jersey City or the City of Newark must also complete SECTION 4 of this application to be considered for funding:

City of Jersey City

Project Manager's Name and Title:

William Goble, PE  
City Engineer

Agency and Agency Address:

Division of Engineering  
575 RT 440  
Jersey City, NJ 07305

Telephone Number:

201-547-4411

Fax Number:

201-547-4497

E-Mail:

goblew@jcnj.org

Is the project eligible for High Risk Rural Roads Program funding (See ATTACHMENT F)?

Yes  No

If submitting more than one proposal, what is the sponsor's priority of *this* proposal?  
**Priority # \_\_\_ of 2 proposals**

### SECTION 3: PROJECT ELIGIBILITY

Indicate below if this project located within the limits of locations identified as priorities in Attachments A, B, or C?

Attachment A (NJTPA Recommendations for New Initiatives)	X	Page 1
Attachment B (NJTPA Crash Prone Locations List):	X	Page 5
Attachment C (NJDOT Derived High Crash Locations Lists):		

If the project is not identified as a priority in Attachments A, B, or C, please demonstrate one of the following:

- The proposed location meets NJDOT three-year crash criteria for one of eight crash types (**ATTACHMENT D**) or
- The proposed location meets NJTPA criteria for centerline crossover crashes (**ATTACHMENT E**) or
- The proposed location meets NJDOT criteria for High Risk Rural Roads Program funding (**ATTACHMENT F**) or
- Other evidence of a potential safety problem (eligibility will be determined by the NJTPA and the Technical Review Committee)

Please indicate and explain which of the above crash criteria the project location meets. Cite or attach supporting crash data (e.g., police accident reports, minus any personal information):

Central Avenue is classified as a Municipal Urban Minor Arterial. The area where the street is located is classified as commercial business district and a designated Special Improvement District. Central Avenue has been identified on the "Safety Improvement Indicatives" list in Attachment A and also as "Crash-Prone Locations" in Attachment B of the NJTPA Regional Safety Priorities listing. Both traffic and pedestrian traffic volumes are high due to the nature of the area (commercial) and the existence of several schools.

Since many vehicular and pedestrian accidents have occurred throughout the corridor, the City of Jersey City has decided to initiate a project to improve the safety at 22 locations on Central Avenue between Jefferson Avenue as outlined in the NJTPA report.

According to data obtained from the Jersey City Police Department, there have been a total of 328 accidents on Central Avenue since January of 2007. An accident spreadsheet from the Jersey City Division of Engineering, Traffic Division is attached listing each individual accident. The possible solutions outlined in the NJTPA report will be addressed at each location as outlined in the attached cost estimate for each intersection along the corridor.

Provide a brief description of the proposed safety improvement. Be specific. Sponsors are encouraged to attach a crash diagram where relevant (see sample diagram in **ATTACHMENT I**):

The improvements include but are not limited to the following items:

- Installation of pedestrian count down traffic signal heads. All existing traffic signals have been warranted and approved by the NJDOT Bureau of Traffic Engineering.
- Construction of Pedestrian Curb Ramps where required and Detectable Warning Surfaces on new or existing Pedestrian Curb Ramps.
- Installation of international crosswalks \*.
- Installation of Textured Pavement Crosswalks \*.
- Installation and replacement of Regulatory, Warning and Pedestrian Signs.

\* Initial inspection of the pavement at the selected locations indicated that the installation of the international textured pavement crosswalks is acceptable. Any intersection that is beyond acceptability will be resurfaced under a separate contract prior to the installation of the crosswalks. In most cases polymer resin material is applied to the crosswalk area that has been milled making the condition of the existing pavement not an issue.

Explain the safety issue(s) at the specific location(s) in question and how this project will improve these safety conditions. Specify the different travel modes that will benefit. Cite quantifiable expected benefits, if available. *(For instance, a strong proposal for a dedicated left turn signal would document recent left turn crashes at the intersection in question and explain how the proposed improvement would reduce the number and/or severity of these types of crashes).*

The current vehicular and pedestrian conditions and safety issues on this section of Central Avenue is dictated by several factors. Those being:

- Higher than allowable vehicular speeds – additional signage and police enforcement will be used to deter speeding.
- Left turn movements block traffic due to illegally parked vehicles - additional signage and police enforcement will be used to deter illegal parking at intersections.
- Pedestrian visibility at crosswalks - additional signage and police enforcement will be used to deter illegal parking adjacent or in crosswalks.
- Crosswalk visibility – polymer resin crosswalks and international crosswalks will improve visibility for both the motorist and pedestrian and increase awareness of the presence of pedestrians. They will also be used to define the no parking zones at intersections.
- Crosswalk timing - count down traffic signals will alert both motorist and pedestrians of the time required to cross the street.

New traffic signal installation at the intersection of Central Avenue and Jefferson Avenue will be constructed under another contract.

**SECTION 4: MUNICIPAL SPONSORS - NA**

Although municipalities in the NJTPA region are eligible to apply for LSP and HRRRP funding, there are some important restrictions to follow (please refer to guidelines).

**All municipal sponsors (except the cities of Jersey City and Newark) must complete the section below in addition to all other sections of this application. As only NJTPA member subregions are eligible to submit applications directly, any municipal sponsor must submit their application through their respective county government.**

Attach a staffing plan that the sponsor will utilize for implementing this proposal if funded. This plan should include a list of all project management and staffing roles (e.g., relevant municipal staff as well as consultant activities, if applicable) and resume of the project manager. -**NA**

List other federal transportation programs the municipality has utilized in the past two years (e.g., Safe Routes to School) including project name, location & amount awarded

**NA**

List other current federal grants being utilized by the municipality and amount awarded

School Crossing Safety Improvements - 2009 Safe Routes to School - \$250,000  
Newark Avenue - 2009 Federal Stimulus - \$4,311,708  
Sip Avenue - 2009 Federal Stimulus - \$208,659  
Dr. Martin Luther King Jr. Drive Intersection Improvements - 2010 Local Safety Program - \$477,240



Will the funds requested cover all project costs? If not, list additional funding sources.

If the entire amount requested is awarded, all project costs will be covered. If only a portion is allocated, then it will be used for the construction phase and the remaining funds will come from the City of Jersey City Capital Budget. The city could also apply to other funding programs for any funding shortfall.

Have the designs of the proposed improvement been certified and approved by the local engineer?

Yes

No

If yes, please attach certified designs.

If design plans for the proposed improvement have not been certified, please attach the preliminary design plans and identify the date by when you expect these design plans to be approved.

Plans are not currently available for these safety improvements. Plans do exist for all signalized intersections. Construction plans could be ready within 6 months of funding notification.

Have all necessary permits and approvals to advance this project been obtained from NJDOT (e.g., "authorization to revise" for a signal improvement)?

Yes  NA

No  Not Sure  Explain:

Please list below all permits and approvals required for this project. For each permit and approval, please identify whether it has been received or not. For those permits and approvals not received, please identify the date when it is expected be received.

Permits and approvals required:

- Local construction permit.
- NEPA Clearance from NJDOT Bureau of Environment Program Resources.
- Construction Authorization from FHWA through the NJDOT.

**SECTION 6: ENVIRONMENTAL SCREENING**

Please answer Yes or No to the following questions. A "List of Useful Websites for Environmental Screening" is included for your reference at the conclusion of this section. NO field testing or sampling of any kind is needed in order to answer the following questions.

**ADDITIONAL PROJECT INFORMATION**

YES

NO

- Is this project one of the activities that qualify for a Programmatic Categorical Exclusion in the NEPA process? (See ATTACHMENT G for list of these project types)

YES

\_\_\_\_\_

If Yes, Project Type: Categorical Exemption Part 1 Item 8 – Installation of signs, pavement markings and traffic signals where no substantial land acquisition or traffic disruption will occur.

- Will right-of-way be acquired?

\_\_\_\_\_

NO

- Acquisition
- Easement

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Will the project result in residential or business displacement?

\_\_\_\_\_

NO

If yes, approximately how many?

\_\_\_\_\_ Residential \_\_\_\_\_ Business

- Will public facilities, schools, churches, emergency services, be affected by the project? (If yes list in comment section)

\_\_\_\_\_

NO

- Will new drainage facilities be installed/extended?

\_\_\_\_\_

NO

- Will retention/detention basins be constructed?

\_\_\_\_\_

NO

- Have any environmental studies (Cultural Resource, Hazardous Waste, Air, Noise, Soil borings studies etc.) been undertaken previously within or adjacent to the project area? (If yes list in comment section)

\_\_\_\_\_

NO

- Is there any potential impact for federal and state rare, threatened or endangered species or their habitat within the project study area? (If yes list in comment section)

\_\_\_\_\_

NO

- Describe the land use/ecology of the project study area.

X Urban \_\_\_\_\_ Residential \_\_\_\_\_ School  
 \_\_\_\_\_ Rural \_\_\_\_\_ Agricultural \_\_\_\_\_ Forested

\_\_\_\_\_ Grassland/Field \_\_\_\_\_ Coastal \_\_\_\_\_ Open Waters (lake, stream, river)

- Are there any of the following in the project study area? - **NONE**

\_\_\_\_\_ Wetlands \_\_\_\_\_ Floodplains \_\_\_\_\_ Sole source Aquifers  
 \_\_\_\_\_ Stream crossings \_\_\_\_\_ Vernal Pools \_\_\_\_\_ Wildlife Habitat

**CULTURAL RESOURCES**

**YES**

**NO**

- Are there known buildings or structures listed on, or eligible for listing on, the NJ and/or National Registers of Historic Places in the project study area? (If yes list in comments section)
- Are any properties included in a local county/ municipal listing of historic properties? (If yes list in comment section)
- Is the project located in a known or potential Historic District(s)? (If yes list in comments section)
- Are there any 50+ year old buildings in the project area? (If yes list in comments section)
- Will the project impact a 50+ year old bridge or culvert? (If yes list in comment section)
- Will the project impact a 50+ year old railroad line? (If yes list in comment section)

**YES**

**NO**

**NO**

**YES**

**NO**

**NO**

**SECTION 4(f) PROPERTIES**

**YES**

**NO**

- Will there be any use of land from the following (If yes list in comment section)
  - Historic Sites
  - Publicly owned Parkland
  - Publicly owned recreation areas
  - Publicly owned wildlife or waterfowl refuges
  - Federal Lands

**NO**

**NO**

**NO**

**NO**

**NO**

**HAZARDOUS WASTE**

**YES**

**NO**

- Are there any known or suspected hazardous waste sites (underground storage tank (UST), landfills, known NJDEP Case, Environment Cleanup Responsibility Act (ECRA Case) within the project study area? **YES** \_\_\_\_\_

***Sites are outside the right-of-way lines and will not be affected by this project***

- Are there active or abandoned industries, service stations or repair shops within the project study area? \_\_\_\_\_ **NO**
  - Is there evidence of potential contamination (monitoring wells, stained soils, etc.)? \_\_\_\_\_ **NO**
  - Are railroads or railyards located in the project study area? \_\_\_\_\_ **NO**
- **Please attach a USGS MAP showing the project location, limits, and all environmental parameters (e.g., wetlands, historic properties) relevant to your project, based on the checklist above. Please also include route/street names and mileposts. (NJDEP maps are acceptable; please refer to the “List of Useful Websites for Environmental Screening” in ATTACHMENT H for the website link to NJDEP GIS and NJDEP I-MapNJ.)**

***ALL REQUIRED MAPS ARE ATTACHED***

**COMMENTS:**

The City of Jersey City started a program over 10 years ago to upgrade and modernize all municipal owned and maintained traffic signals within the city and to improve safety for pedestrians. If this application is approved, the modernization of the traffic signals at the intersections outlined along Central Avenue will be another step toward reducing accidents and increasing safety for the citizens of the City of Jersey City.

*For Question 1 in the Cultural Resources Section, the following sites are listed in the New Jersey and National Registers of Historic Places:*

- *Engine Company Number 18 Firehouse – 218 Central Avenue*
- *Jersey City Reservoir 2 and 3 – Central Avenue and Reservoir Avenue*

*This project will have no affect on these sites.*

*For Question 4 in the Cultural Resources Section, almost all structures are over 50 years old. This project will have no impact on those properties.*

## **INSTRUCTIONS FOR SUBMITTING APPLICATION:**

***Submit six (6) hard copies*** to:

NJTPA Local Safety Program/ High Risk Rural Roads Program  
North Jersey Transportation Planning Authority  
1 Newark Center, 17th floor  
Newark, NJ 07102  
Attn: Christine Mittman

***Also, submit an electronic copy*** of the completed application either on CD-ROM or via email to: [cmittman@njtpa.org](mailto:cmittman@njtpa.org)

### **Municipal Sponsors:**

***Submit six (6) hard copies and an electronic copy*** of the completed application either on CD-ROM or via email to **your county government (planning or engineering department)** for their submission to either program. *You may NOT apply directly to the NJTPA for these programs.*

An *electronic copy* of this application, in addition to the Program Guidelines, Attachments and Cover Letter can be downloaded from the Local Safety Program & High Risk Rural Roads Program page of the *NJTPA Website* at:

[\*\*http://www.njtpa.org/Project/Devel/local\\_safety/default.aspx\*\*](http://www.njtpa.org/Project/Devel/local_safety/default.aspx)

**APPLICATION DEADLINE: Monday, February 15, 2010 at 5 PM**

# Cost Estimate

Central Avenue  
Jersey City  
Hudson County

SAFETY IMPROVEMENT INITIATIVES		ADA TRUNCATED		COUNT DOWN		PEDESTRIAN		INTERNATIONAL		POLYMER RESIN		COST	
CENTRAL AVE. (JEFFERSON AVE. TO NORTH ST.)													
INTERSECTION		DOMES		SIGNALS		SIGNS		CROSSWALKS		CROSSWALK		COST	
		NIC		NIC		NIC		NIC		NIC		NIC	
Jefferson Ave.			6				4		YES				\$4,000.00
Waverly Ave.			6		6				YES				\$5,000.00
Prospect St.			8				4				YES		\$35,000.00
Reservoir Ave.			6				4		YES				\$4,000.00
Booram Ave.			6				4				YES		\$31,000.00
Ferry St.			8		6				YES				\$42,000.00
Manhattan Ave			4		4				YES				\$23,000.00
Franklin St.			6				4		YES				\$28,000.00
Sherman Pl.					8				YES				\$43,000.00
Hutton St.			6				4		YES				\$28,000.00
Zabriskie St.			2				4		YES				\$28,000.00
Griffith St.			4				2		YES				\$8,000.00
Lincoln St.			8		8				YES				\$18,000.00
Bowers St.			6				4		YES				\$42,000.00
Charles St.			6		6		4		YES				\$28,000.00
Thorne St.			3				2		YES				\$34,000.00
South St.			2						YES				\$25,000.00
Bleecker St.			2						YES				\$8,000.00
Paterson St.			2						YES				\$8,000.00
Congress St.			2		8				YES				\$37,000.00
Graham St.			4						YES				\$8,000.00
North St.			4		4				YES				\$18,000.00

ESTIMATED COST:

\$477,000.00

# Accident Report by Intersection (January 2007 – January 2010) – Central Avenue

MAIN STREET	Dist.	Int	SECONDARY ST.	Dates	Day	Time	PD/PI/PED	DESCRIPTION	Rd. & W.Condition
CENTRAL AVE.			AT PARKING LOT	2/17/2007	SAT	12:34	PD	Right Angle	Dry & Clear
CENTRAL AVE.			AT PARKING LOT	3/9/2007	FRI	13:05	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.			AT S & S. PARK.LOT	3/17/2007	SAT	PM	PD	Side Swipe/parked car	N/A
CENTRAL AVE.			AT S & S. PARK.LOT	8/4/2007	SAT	20:32	PD	Rear-Ended/backing-up	Dry & Clear
CENTRAL AVE.			AT B.K. PARK'G.LOT	9/17/2007	MON	15:23	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.			AT B.K. PARK'G.LOT	10/29/2007	MON	19:31	PD	Out of Control	Dry & Clear
CENTRAL AVE.			AT PARKING LOT	11/5/2007	MON	12:44	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.			AT B.K. PARK'G.LOT	4/8/2008	TUE	19:55	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.			AT B.K. PARK'G.LOT	7/30/2008	THU	23:11	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.			AT MUN'L.Park'g.Lot	10/5/2008	SUN	22:03	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.			AT MUN'L.Park'g.Lot	10/7/2008	TUE	21:40	PD	Rear-Ended/backing-up	Dry & Clear
CENTRAL AVE.			AT PARKING Lot Exit	11/23/2008	SUN	13:03	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.			AT REAR Park'g.Lot	12/7/2008	SUN	4:01	PD	Out of Control	Wet & Overcast
CENTRAL AVE.			AT PARKING LOT	1/17/2009	SAT	2:59	PD	Front-Ended/parked car	Dry & Clear
CENTRAL AVE.			AT PARKING LOT	3/11/2009	TUE	4:30	PD	Out of Control	Wet & Rain
CENTRAL AVE.			AT PARKING LOT	3/20/2009	FRI	10:30	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.			AT PARKING LOT	7/7/2009	TUE	12:54	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.			AT PARKING Lot Exit	7/18/2009	SAT	10:52	PD	Backing-out	Dry & Clear
CENTRAL AVE.			AT PARKING Lot Exit	7/21/2009	TUE	11:30	PD	Right Angle	Dry & Clear
CENTRAL AVE.			AT MUN'L.Park'g.Lot	7/24/2009	THU	12:00	PD	Side Swipe/parked car	Wet & Rain
CENTRAL AVE.			AT S & S. PARK.LOT	7/26/2009	SUN	17:00	PD	Side Swipe/d.parked car	N/A
CENTRAL AVE.			AT S & S. PARK.LOT	9/25/2009	FRI	13:20	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.			AT B.K. Park'g.Exit	10/24/2009	SAT	10:53	PI/PED	Pedestrian	Wet & Clear
CENTRAL AVE.			AT S & S. PARK.LOT	11/19/2009	THU	19:19	PD	Side Swipe	Wet & Rain
CENTRAL AVE.			AT S & S. PARK.LOT	11/21/2009	SAT	10:33	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.			AT S & S. PARK.LOT	12/1/2009	TUE	11:38	PD	Right Angle	N/A
CENTRAL AVE.			BLEECKER ST.	12/7/2009	SUN	PM	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.			BLEECKER ST.	4/17/2007	TUE	8:39	PD	Rear-Ended	Dry & Overcast
CENTRAL AVE.	10ft	N	BLEECKER ST.	5/21/2007	MON	8:09	PD	Backing-up	Dry & Clear
CENTRAL AVE.	30ft	N	BLEECKER ST.	7/31/2007	TUE	8:46	PD	Front-Ended/parked car	Dry & Clear
CENTRAL AVE.			BLEECKER ST.	3/8/2008	SAT	16:09	PD	Left Turn	Wet & Rain
CENTRAL AVE.	25ft	N	BLEECKER ST.	7/22/2008	TUE	8:23	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	15ft	N	BLEECKER ST.	10/2/2008	THU	21:28	PD	Backing-out	Dry & Clear
CENTRAL AVE.			BLEECKER ST.	2/6/2009	FRI	16:35	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	15ft	S	BLEECKER ST.	2/15/2009	SUN	17:22	PD/PI/PED	Ped./side swipe/park.car	Dry & Clear
CENTRAL AVE.	25ft	N	BLEECKER ST.	7/27/2009	MON	13:56	PD	Front-Ended/parked car	Dry & Overcast

CENTRAL AVE.	IN	BOORAEM AVE.	7/5/2007	THU	0:20	PD	Side Swipe/right turn	Wet & Rain
CENTRAL AVE.	S	BOORAEM AVE.	12/16/2007	SUN	3:39	PD	Side Swipe/parked car	Snowy & Snow
CENTRAL AVE.	S	BOORAEM AVE.	12/16/2007	SUN	13:35	PD	Side Swipe/parked car	Snowy & Rain
CENTRAL AVE.	S	BOORAEM AVE.	2/12/2008	TUE	16:06	PD	Side Swipe/parked car	Icy & Freez'g,Rain
CENTRAL AVE.	S	BOORAEM AVE.	12/25/2008	THU	20:15	PD/PI	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	BOORAEM AVE.	3/18/2009	WED	17:44	PI/PIED	Pedestrian	Dry & Clear
CENTRAL AVE.	N	BOWERS ST.	4/18/2007	WED	11:07	PD/PI	Rear-Ended	Dry & Overcast
CENTRAL AVE.	S	BOWERS ST.	1/7/2008	MON	12:10	PD/PI	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	N	BOWERS ST.	2/27/2008	WED	15:50	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	S	BOWERS ST.	3/2/2008	SUN	14:25	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	N	BOWERS ST.	4/28/2008	MON	18:28	PD	Side Swipe/unparking	Wet & Rain
CENTRAL AVE.	S	BOWERS ST.	6/1/2008	SUN	12:52	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	BOWERS ST.	8/28/2008	THU	18:07	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	S	BOWERS ST.	12/11/2008	THU	22:40	PI/PIED	Pedestrian	Wet & Rain
CENTRAL AVE.	S	BOWERS ST.	4/13/2009	MON	16:36	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	S	BOWERS ST.	5/20/2009	WED	10:38	PD	Front-Ended/backing-up	Dry & Clear
CENTRAL AVE.	S	BOWERS ST.	6/4/2009	THU	10:52	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	S	BOWERS ST.	6/4/2009	THU	9:23	PD	Side Swipe	Wet & Rain
CENTRAL AVE.	N	BOWERS ST.	7/19/2009	SUN	11:53	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	S	BOWERS ST.	10/10/2009	SAT	15:25	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	BOWERS ST.	10/30/2009	FRI	19:37	PD	Out of Control	Dry & Clear
CENTRAL AVE.	IN	CHARLES ST.	3/9/2007	FRI	18:10	PD/PI	Rear-Ended	Dry & Clear
CENTRAL AVE.	IN	CHARLES ST.	4/23/2007	MON	12:10	PI/PIED	Pedestrian	Dry & Clear
CENTRAL AVE.	IN	CHARLES ST.	6/2/2007	SAT	14:00	PD/PI	Backing-up	Dry & Clear
CENTRAL AVE.	S	CHARLES ST.	6/17/2007	SUN	21:31	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	IN	CHARLES ST.	7/4/2007	WED	21:36	PD/PI	Left Turn	Wet & Rain
CENTRAL AVE.	N	CHARLES ST.	8/3/2007	FRI	13:44	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	IN	CHARLES ST.	10/13/2007	SAT	16:57	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	S	CHARLES ST.	1/13/2008	SUN	11:45	PD	Side Swipe	Dry & Clear
CENTRAL AVE.	S	CHARLES ST.	3/4/2008	TUE	15:28	PD/PI	Side Swipe/d.parked car	Wet & Rain
CENTRAL AVE.	N	CHARLES ST.	5/11/2008	SUN	14:25	PD	Backing-up	Dry & Clear
CENTRAL AVE.	IN	CHARLES ST.	7/2/2008	WED	18:29	PD/PI	Side Swipe	Dry & Clear
CENTRAL AVE.	IN	CHARLES ST.	3/20/2009	FRI	13:00	PD	Side Swipe/fixd object	Dry & Clear
CENTRAL AVE.	N	CHARLES ST.	4/25/2009	SAT	15:05	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	S	CHARLES ST.	10/3/2009	SAT	9:34	PI/PIED	Pedestrian	Wet & Overcast
CENTRAL AVE.	N	CHARLES ST.	11/30/2009	TUE	13:15	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	CHARLES ST.	12/24/2009	THU	10:19	PD	Side Swipe/parked car	Icy & Clear
CENTRAL AVE.	IN	CHARLES ST.	1/2/2010	SAT	17:04	PD	Side Swipe/backing-up	Dry & Clear

CENTRAL AVE.	IN	CONGRESS ST.	1/23/2007	TUE	11:17	PI/PIED	Pedestrian	Dry & Clear
CENTRAL AVE.	S	CONGRESS ST.	1/4/2008	FRI	8:02	PD	Side Swipe/parked car	Dry
CENTRAL AVE.	IN	CONGRESS ST.	2/10/2008	SUN	13:29	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	25ft	CONGRESS ST.	3/16/2008	SUN	8:55	PD/PI	Rear-Ended	Wet & Rain
CENTRAL AVE.	IN	CONGRESS ST.	3/19/2008	WED	8:55	PD	Side Swipe/parked car	Wet & Rain
CENTRAL AVE.	50ft	CONGRESS ST.	4/13/2008	SUN	10:18	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	S	CONGRESS ST.	6/21/2008	SAT	13:54	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	IN	CONGRESS ST.	8/15/2008	FRI	17:37	PD/PI/B-cycle	Side Swipe	Wet & Rain
CENTRAL AVE.	IN	CONGRESS ST.	3/31/2009	TUE	16:51	PI/PIED	Pedestrian	Dry & Clear
CENTRAL AVE.	IN	CONGRESS ST.	4/1/2009	WED	7:59	PI/PIED	Pedestrian	Dry & Overcast
CENTRAL AVE.	50ft	CONGRESS ST.	5/5/2009	TUE	8:54	PD/PI	Side Swipe	Wet & Rain
CENTRAL AVE.	IN	CONGRESS ST.	11/19/2009	THU	23:56	PD	Side Swipe/right turn	Wet & Rain
CENTRAL AVE.	50ft	CONGRESS ST.	12/7/2009	MON	0:21	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	CONGRESS ST.	12/20/2009	SUN	8:01	PD	Out of Cont'l./backing-out	Snowy & Snow
CENTRAL AVE.	IN	CONGRESS ST.	12/21/2009	MON	6:25	PD	Side Swipe/fixd object	Snowy & Clear
CENTRAL AVE.	IN	CONGRESS ST.	1/18/2010	MON	3:08	PD	Side Swipe/unparking	Wet & Rain
CENTRAL AVE.	IN	FERRY ST.	3/30/2007	FRI	16:15	PD	Side Swipe/backing-up	Dry & Clear
CENTRAL AVE.	S	FERRY ST.	6/3/2007	SUN	16:00	PD	Side Swipe/parked car	Wet & Rain
CENTRAL AVE.	10ft	FERRY ST.	7/9/2007	MON	23:20	PD/PI	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	IN	FERRY ST.	12/2/2007	SUN	10:08	PD	Side Swipe/parked car	Snowy & Snow
CENTRAL AVE.	15ft	FERRY ST.	2/12/2008	TUE	14:31	PD	Rear-Ended	Icy & Fog
CENTRAL AVE.	S	FERRY ST.	2/28/2008	THU	13:38	PD/PI	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	IN	FERRY ST.	5/30/2008	FRI	8:56	PD	Right Angle	Dry & Clear
CENTRAL AVE.	IN	FERRY ST.	6/30/2008	MON	21:55	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	FERRY ST.	3/2/2009	MON	3:53	PD/PI	Out of Cont'l./parked car	Snowy & Snow
CENTRAL AVE.	75ft	FERRY ST.	4/19/2009	SUN	16:09	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	10ft	FERRY ST.	5/27/2009	WED	15:07	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	75ft	FERRY ST.	9/7/2009	MON	15:58	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	IN	FERRY ST.	9/27/2009	SUN	13:28	PD/PI	Rear-Ended	Wet & Rain
CENTRAL AVE.	100ft	FERRY ST.	11/4/2009	WED	20:33	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	20ft	FRANKLIN ST.	4/8/2007	WED	17:00	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	FRANKLIN ST.	4/26/2007	THU	20:21	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	FRANKLIN ST.	5/4/2007	FRI	16:06	PD	Side Swipe	Dry & Clear
CENTRAL AVE.	IN	FRANKLIN ST.	5/10/2007	THU	18:34	PD/PI	Front-Ended/left turn	Dry & Clear
CENTRAL AVE.	15ft	FRANKLIN ST.	6/3/2007	MON	11:15	PD	Side Swipe/parked car	Wet & Rain
CENTRAL AVE.	25ft	FRANKLIN ST.	7/5/2007	THU	19:52	PD	Rear-Ended	Wet & Rain
CENTRAL AVE.	50ft	FRANKLIN ST.	7/6/2007	FRI	15:14	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	FRANKLIN ST.	11/10/2007	SAT	9:53	PD	Side Swipe/unparking	Dry & Clear

CENTRAL AVE.	IN	FRANKLIN ST.	1/11/2008	FRI	7:03	P/ PED	Pedestrian	Wet & Rain
CENTRAL AVE.	IN	FRANKLIN ST.	4/26/2008	SAT	0:04	PD	Out of Control	Wet & Rain
CENTRAL AVE.	IN	FRANKLIN ST.	7/3/2008	THU	17:04	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	15ft	FRANKLIN ST.	9/21/2008	SUN	14:07	PD	Side Swipe/backing-up	Dry & Clear
CENTRAL AVE.	25ft	FRANKLIN ST.	9/11/2008	THU	8:15	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	10ft	FRANKLIN ST.	10/13/2008	MON	18:16	PD	Front-Ended/backing-up	Dry & Clear
CENTRAL AVE.		FRANKLIN ST.	10/15/2008	WED	10:43	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	100ft	FRANKLIN ST.	12/31/2008	WED	19:14	PD	Side Swipe @parking lot	Wet & Blow'g.Snow
CENTRAL AVE.	20ft	FRANKLIN ST.	12/31/2008	WED	20:11	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	25ft	FRANKLIN ST.	3/6/2009	FRI	22:00	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	5ft	FRANKLIN ST.	3/10/2009	TUE	13:39	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	10ft	FRANKLIN ST.	3/20/2009	FRI	15:07	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	10ft	FRANKLIN ST.	3/22/2009	SUN	15:52	PD	Side Swipe	Dry & Clear
CENTRAL AVE.		FRANKLIN ST.	4/20/2009	MON	16:53	PD	Rear-Ended	Wet & Rain
CENTRAL AVE.		FRANKLIN ST.	4/21/2009	TUE	18:06	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.		FRANKLIN ST.	4/28/2009	TUE	18:31	PD	Backing-up at park'g.lot	Dry & Clear
CENTRAL AVE.		FRANKLIN ST.	5/15/2009	FRI	22:14	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	100ft	FRANKLIN ST.	6/6/2009	SAT	14:15	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	10ft	FRANKLIN ST.	7/25/2009	SAT	21:32	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	30ft	FRANKLIN ST.	8/14/2009	FRI	14:33	PD	Right Angle	Dry & Clear
CENTRAL AVE.	50ft	FRANKLIN ST.	10/1/2009	THU	15:14	PD	Front-Ended/backing-up	Dry & Clear
CENTRAL AVE.		FRANKLIN ST.	10/4/2009	SUN	20:34	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.		FRANKLIN ST.	10/4/2009	SUN	20:34	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	30ft	FRANKLIN ST.	11/7/2009	SAT	13:25	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		FRANKLIN ST.	11/17/2009	TUE	17:54	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	15ft	FRANKLIN ST.	12/9/2009	WED	14:40	PD	Backing-up at park'g.lot	Dry & Clear
CENTRAL AVE.	8ft	GRACE ST.	3/12/2007	MON	13:55	PD	Left Turn	Dry & Clear
CENTRAL AVE.	5ft	GRAHAM ST.	6/9/2008	MON	15:52	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		GRAHAM ST.	9/10/2008	WED	14:04	PD	Side Swipe	Dry & Clear
CENTRAL AVE.	100ft	GRAHAM ST.	6/13/2009	SAT	8:00	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	25ft	GRIFFITH ST.	4/10/2007	TUE	10:32	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	30ft	GRIFFITH ST.	4/19/2007	THU	11:34	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.		GRIFFITH ST.	5/11/2007	FRI	14:15	PD	Head-On	Wet & Clear
CENTRAL AVE.	75ft	GRIFFITH ST.	5/22/2007	TUE	12:50	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.		GRIFFITH ST.	7/10/2007	TUE	20:39	PD/PI	Rear-Ended	Dry & Clear
CENTRAL AVE.	25ft	GRIFFITH ST.	8/18/2007	SAT	18:04	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	20ft	GRIFFITH ST.	9/7/2007	FRI	13:34	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	40ft	GRIFFITH ST.	9/9/2007	SUN	21:34	PD	Side Swipe	Dry & Clear

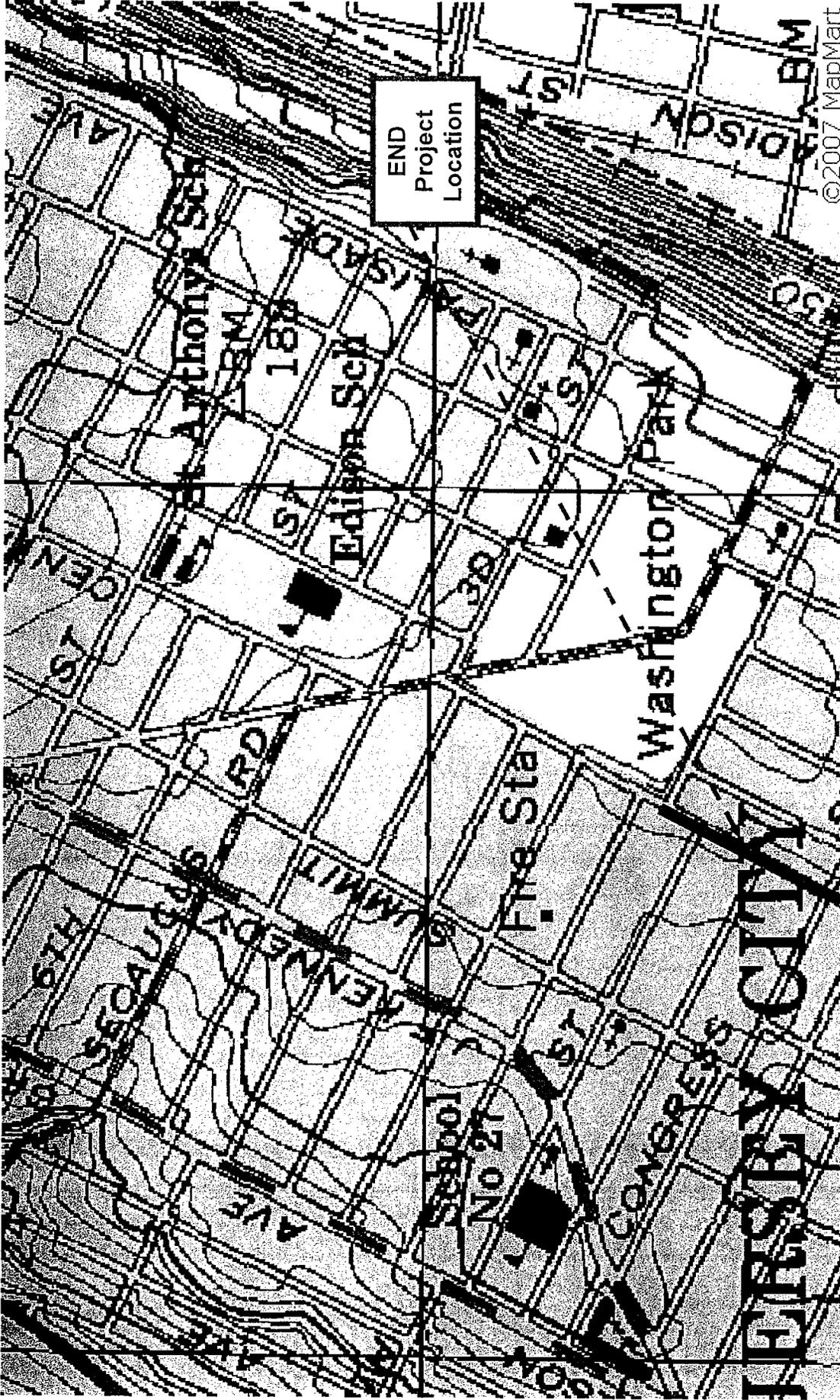
CENTRAL AVE.	15ft	S	GRIFFITH ST.	12/24/2007	MON	11:34	PD	Front Ended/backing-up	Dry & Clear
CENTRAL AVE.		IN	GRIFFITH ST.	12/26/2007	WED	18:07	PD/PI	Left Turn	Dry & Clear
CENTRAL AVE.	10ft	S	GRIFFITH ST.	2/5/2008	TUE	23:37	PD	Left Turn/parked car	Wet & Clear
CENTRAL AVE.		IN	GRIFFITH ST.	3/10/2008	MON	15:17	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.		IN	GRIFFITH ST.	4/24/2008	THU	6:40	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.	30ft	IN	GRIFFITH ST.	8/5/2008	TUE	23:50	PD	Out of Cont'l./fixed object	Dry & Clear
CENTRAL AVE.		S	GRIFFITH ST.	10/24/2008	FRI	6:25	PD	Rear-Ended/rolled back	Dry & Clear
CENTRAL AVE.	15ft	IN	GRIFFITH ST.	12/4/2008	THU	9:32	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.		N	GRIFFITH ST.	2/24/2009	TUE	16:16	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.		IN	GRIFFITH ST.	5/29/2009	FRI	9:45	PD	Right Angle	Wet & Overcast
CENTRAL AVE.		IN	GRIFFITH ST.	6/21/2009	SUN	16:45	PD	Side Swipe/parked car	Dry & Overcast
CENTRAL AVE.	30ft	IN	GRIFFITH ST.	7/5/2009	SUN	16:44	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.		S	HUTTON ST.	3/4/2007	SAT	12:50	PD	Side Swipe	Dry & Clear
CENTRAL AVE.	100ft	S	HUTTON ST.	5/13/2007	SUN	15:00	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		IN	HUTTON ST.	7/5/2007	THU	7:18	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		IN	HUTTON ST.	7/12/2007	THU	17:56	PD	Right Angle	Wet & Clear
CENTRAL AVE.		IN	HUTTON ST.	8/13/2007	MON	16:56	PD	Side Swipe/d.parked car	Dry & Clear
CENTRAL AVE.	200ft	S	HUTTON ST.	9/24/2007	PD	10:28	PD/PI/B-cycle	Left Turn	Dry & Clear
CENTRAL AVE.	15ft	N	HUTTON ST.	10/9/2007	TUE	19:16	PD	Backing-up/parked car	Dry & Clear
CENTRAL AVE.	150ft	N	HUTTON ST.	11/5/2007	MON	10:15	PD	Backing-up/fixed object	Dry & Clear
CENTRAL AVE.		IN	HUTTON ST.	4/13/2008	SUN	18:36	PD	Side Swipe	Dry & Clear
CENTRAL AVE.	10ft	S	HUTTON ST.	4/28/2008	MON	16:20	PD	Right Angle	Dry & Clear
CENTRAL AVE.		S	HUTTON ST.	6/6/2008	SUN	20:44	PD	Rear-Ended	Wet & Rain
CENTRAL AVE.	50ft	S	HUTTON ST.	7/12/2008	TUE	7:45	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.		IN	HUTTON ST.	7/5/2008	SAT	17:30	PD/PI	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	25ft	S	HUTTON ST.	7/24/2008	THU	15:20	PD	Side Swipe/backing-up	Wet & Overcast
CENTRAL AVE.		S	HUTTON ST.	8/12/2008	TUE	10:57	PI/PED	Side Swipe	Dry & Clear
CENTRAL AVE.	200ft	S	HUTTON ST.	9/6/2008	SAT	8:30	PD	Pedestrian	Dry & Clear
CENTRAL AVE.	15ft	N	HUTTON ST.	10/31/2008	FRI	12:59	PD	Side Swipe/parked car	Wet & Rain
CENTRAL AVE.		N	HUTTON ST.	11/13/2008	THU	15:18	PD/PI	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		IN	HUTTON ST.	2/21/2009	SAT	13:10	PD/PI/W-chair	Side Swipe/parked car	Wet & Rain
CENTRAL AVE.		IN	HUTTON ST.	3/2/2009	MON	19:28	PI/PED	Side Swipe	Dry & Clear
CENTRAL AVE.	300ft	S	HUTTON ST.	4/17/2009	FRI	18:34	PD/PI/B-cycle	Pedestrian	Wet & Snow
CENTRAL AVE.	200ft	S	HUTTON ST.	6/16/2009	TUE	17:48	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	50ft	S	HUTTON ST.	8/18/2009	TUE	3:00	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	250ft	S	HUTTON ST.	1/4/2010	MON	15:40	PD	Side Swipe/fixed object	Dry & Clear
CENTRAL AVE.		IN	HUTTON ST.	1/11/2010	MON	10:56	PD/PI	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		IN	JEFFERSON AVE.	7/8/2007	SUN	1:46	PD/PI	Side Swipe/unparking	Dry & Clear
								Right Angle	Dry & Clear

CENTRAL AVE.	N	JEFFERSON AVE.	7/10/2007	TUE	7:00	PD	Backing-up/parked car	Dry & Clear
CENTRAL AVE.	IN	JEFFERSON AVE.	8/11/2007	SAT	9:11	PD/PI	Right Angle	Dry & Clear
CENTRAL AVE.	IN	JEFFERSON AVE.	10/9/2007	TUE	17:18	PD	Right Angle	Wet & Rain
CENTRAL AVE.	4ft	JEFFERSON AVE.	10/22/2007	MON	8:26	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	JEFFERSON AVE.	12/21/2007	FRI	14:53	PD/PI	Right Angle	Dry & Overcast
CENTRAL AVE.	IN	JEFFERSON AVE.	1/5/2008	SAT	18:45	PD/PI	Side Swipe/parked car	N/A
CENTRAL AVE.	IN	JEFFERSON AVE.	2/6/2008	WED	10:12	PD	Right Angle	Dry & Clear
CENTRAL AVE.	IN	JEFFERSON AVE.	4/3/2008	THU	17:09	PD	Right Angle	Dry & Clear
CENTRAL AVE.	IN	JEFFERSON AVE.	8/11/2008	MON	10:45	PD	Right Angle	Wet & Rain
CENTRAL AVE.	IN	JEFFERSON AVE.	8/14/2008	TUE	17:41	PD/PI	Right Angle	Wet & Rain
CENTRAL AVE.	IN	JEFFERSON AVE.	11/13/2008	THU	12:32	PD	Right Angle	Wet & Rain
CENTRAL AVE.	IN	JEFFERSON AVE.	12/13/2008	SAT	7:06	PD/PI	Right Angle	Wet & Rain
CENTRAL AVE.	IN	JEFFERSON AVE.	12/16/2008	TUE	7:53	PD	Right Angle	Dry & Clear
CENTRAL AVE.	IN	JEFFERSON AVE.	1/8/2009	THU	16:45	PD	Rear-Ended	Wet & Rain
CENTRAL AVE.	IN	JEFFERSON AVE.	1/15/2009	THU	20:01	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	20ft	JEFFERSON AVE.	6/15/2009	MON	8:50	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	20ft	JEFFERSON AVE.	6/30/2009	TUE	19:42	PD	Rear-Ended	Wet & Rain
CENTRAL AVE.	IN	JEFFERSON AVE.	12/30/2009	WED	21:46	PD	Right Angle	Wet & Rain
CENTRAL AVE.	IN	IRVING ST.	5/22/2007	TUE	14:23	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	50ft	IRVING ST.	5/29/2009	FRI	7:17	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	IN	IRVING ST.	11/15/2009	SUN	4:38	PD	Side Swipe	Wet & Rain
CENTRAL AVE.	IN	LINCLON ST.	3/2/2007	FRI	18:58	PD	Side Swipe/parked car	Wet & Overcast
CENTRAL AVE.	50ft	LINCLON ST.	3/14/2007	WED	9:52	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	LINCLON ST.	5/5/2007	SAT	20:30	PI/PED	Rear-Ended	Dry & Clear
CENTRAL AVE.	S	LINCLON ST.	5/10/2007	THU	12:10	PD	Pedestrian	Dry & Clear
CENTRAL AVE.	15ft	LINCLON ST.	6/19/2007	TUE	19:47	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	10ft	LINCLON ST.	3/20/2008	THU	12:43	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	20ft	LINCLON ST.	6/13/2008	FRI	8:58	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	15ft	LINCLON ST.	6/16/2008	MON	9:14	PI/PED	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	IN	LINCLON ST.	9/12/2008	FRI	16:10	PD	Pedestrian	Dry & Clear
CENTRAL AVE.	30ft	LINCLON ST.	9/20/2008	SAT	11:43	PI/PED	Rear-Ended	Wet & Rain
CENTRAL AVE.	50ft	LINCLON ST.	1/19/2009	MON	17:20	PD/PI	Pedestrian	Dry & Clear
CENTRAL AVE.	IN	LINCLON ST.	1/22/2009	THU	8:27	PD	Side Swipe/out of cont'l.	Icy & Snow
CENTRAL AVE.	10ft	LINCLON ST.	3/1/2009	SUN	10:21	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	25ft	LINCLON ST.	3/5/2009	THU	11:57	PD	Side Swipe/parked car	Wet & Snow
CENTRAL AVE.	30ft	LINCLON ST.	6/25/2009	THU	12:32	PD	Side Swipe/fixd object	Dry & Clear
CENTRAL AVE.	25ft	LINCLON ST.	12/2/2009	WED	13:08	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	20ft	LINCLON ST.	1/6/2010	WED	21:10	PD	Side Swipe/unparking	Dry & Clear

CENTRAL AVE.	S	MANHATTAN AVE.	1/2/2007	TUE	13:26	PD/PI	Rear-Ended	Dry & Clear
CENTRAL AVE.	10ft	MANHATTAN AVE.	4/10/2007	TUE	18:12	PD	Side Swipe	Dry & Clear
CENTRAL AVE.	25ft	MANHATTAN AVE.	4/19/2007	THU	18:01	PD	Front-Ended/parked car	Dry & Clear
CENTRAL AVE.	25ft	MANHATTAN AVE.	11/13/2007	TUE	7:14	PD	Rear-Ended	Wet & Rain
CENTRAL AVE.	50ft	MANHATTAN AVE.	12/31/2007	MON	9:52	PD	Side Swipe	Dry & Clear
CENTRAL AVE.		MANHATTAN AVE.	1/16/2008	WED	15:12	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.		MANHATTAN AVE.	3/2/2008	SUN	17:30	PD	Right Angle	Dry & Clear
CENTRAL AVE.		MANHATTAN AVE.	6/3/2008	TUE	13:39	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.		MANHATTAN AVE.	8/21/2008	THU	18:50	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.		MANHATTAN AVE.	10/25/2008	SAT	21:05	PD	Backing-out	Dry & Clear
CENTRAL AVE.		MANHATTAN AVE.	1/20/2009	TUE	19:28	PD	Rear-Ended	Wet & Clear
CENTRAL AVE.	50ft	MANHATTAN AVE.	2/2/2009	MON	21:37	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.		MANHATTAN AVE.	5/21/2009	THU	7:47	PD/PI	Side Swipe/left turn	Dry & Clear
CENTRAL AVE.	50ft	MANHATTAN AVE.	7/20/2009	MON	13:47	PD	Side Swipe/unparking	Dry & Overcast
CENTRAL AVE.	35ft	MANHATTAN AVE.	10/19/2009	MON	7:45	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		MANHATTAN AVE.	10/30/2009	FRI		AM	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	300ft	MANHATTAN AVE.	11/11/2009	MON	16:22	PD/M-cycle	Backing-up/parked car	Dry & Clear
CENTRAL AVE.	15ft	NORTH ST.	3/15/2007	THU	22:55	PD	Rear-Ended	Wet & Rain
CENTRAL AVE.		NORTH ST.	8/30/2007	THU	23:36	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	50ft	NORTH ST.	8/30/2007	FRI	9:35	PD	Backing-up/fixd object	Dry & Clear
CENTRAL AVE.		NORTH ST.	5/5/2008	MON	17:21	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.		NORTH ST.	5/27/2008	TUE	19:17	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.		NORTH ST.	1/13/2009	TUE	8:50	PD	Backing-up/left turn	Dry & Clear
CENTRAL AVE.		NORTH ST.	3/10/2009	TUE	14:46	PD	Side Swipe/right turn	Dry & Overcast
CENTRAL AVE.	50ft	NORTH ST.	12/24/2009	THU	19:40	PD	Rear-Ended	Wet & Fog
CENTRAL AVE.		PATERSON ST.	1/20/2007	SAT	14:36	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.		PATERSON ST.	1/10/2008	THU	16:50	PD	Side Swipe/left turn	Dry & Clear
CENTRAL AVE.	6ft	PATERSON ST.	7/25/2008	FRI	19:35	PD/PI	Rear-Ended	Dry & Clear
CENTRAL AVE.		PATERSON ST.	9/10/2008	WED	11:57	PD/PI	Left Turn	Dry & Clear
CENTRAL AVE.	75ft	PATERSON ST.	9/25/2008	THU	15:18	PD	Front-Ended/parked car	Dry & Overcast
CENTRAL AVE.	25ft	PATERSON ST.	3/25/2009	WED	15:11	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	25ft	PAVONIA AVE.	2/13/2008	WED	15:30	PD	Manhole	Slush & Rain
CENTRAL AVE.	75ft	PERSHING PLAZA	7/29/2007	SAT	22:50	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	15ft	PROSPECT ST.	5/27/2008	TUE	18:36	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.	75ft	PROSPECT ST.	12/1/2008	MON	12:55	PD	Backing-out/parked car	Dry & Clear
CENTRAL AVE.	50ft	PROSPECT ST.	3/23/2009	MON	6:00	PD	Side Swipe/parked cars	Dry & Clear
CENTRAL AVE.		RESERVIOR AVE.	2/3/2007	SAT	22:29	PD	Side Swipe	Dry & Clear
CENTRAL AVE.		RESERVIOR AVE.	2/10/2007	SAT	0:22	PD	Rear-Ended	Dry & Clear

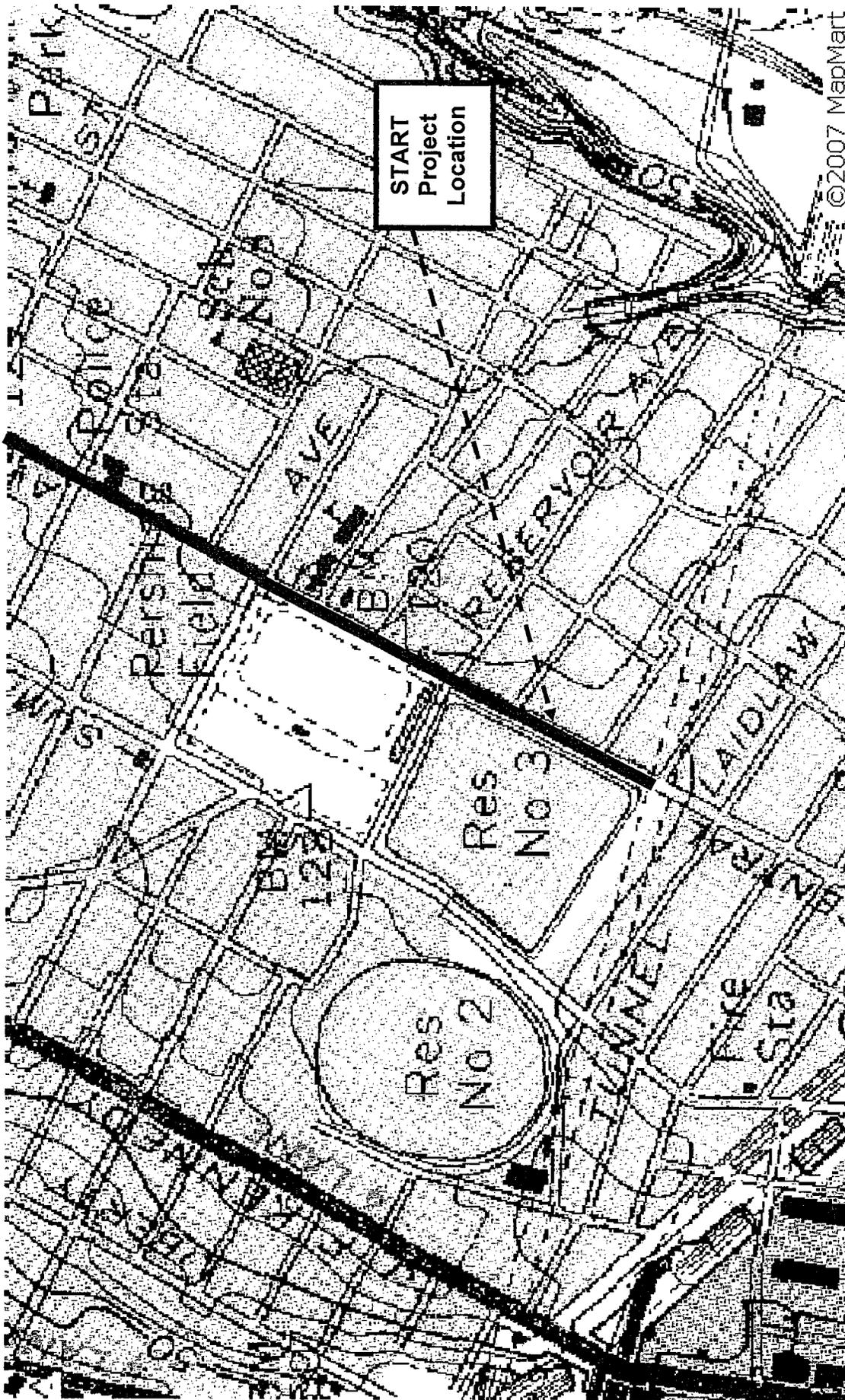
CENTRAL AVE.	50ft	N	RESERVIOR AVE.	2/22/2007	THU	8:12	PD	Side Swipe/parked car	Clear
CENTRAL AVE.		IN	RESERVIOR AVE.	5/18/2007	FRI	8:32	PD/PI/B-cycle	Left Turn	Dry & Clear
CENTRAL AVE.		IN	RESERVIOR AVE.	11/2/2007	FRI	12:45	PD	Left Turn	Dry & Clear
CENTRAL AVE.	10ft	S	RESERVIOR AVE.	9/4/2008	THU	8:06	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.		IN	RESERVIOR AVE.	10/7/2008	TUE	9:00	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	80ft	N	RESERVIOR AVE.	1/1/2009	THU	8:45	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.		IN	RESERVIOR AVE.	10/23/2009	FRI	8:04	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.		IN	RESERVIOR AVE.	10/30/2009	FRI	20:18	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		IN	RESERVIOR AVE.	11/18/2009	WED	17:25	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	50ft	N	SHERMAN PL.	2/23/2007	FRI	15:00	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.		IN	SHERMAN PL.	9/25/2007	TUE	15:16	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	30ft	N	SHERMAN PL.	6/2/2008	MON	14:00	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	50ft	N	SHERMAN PL.	8/27/2008	WED	20:10	PD	Right Angle	Dry & Clear
CENTRAL AVE.	25ft	S	SHERMAN PL.	3/28/2009	SAT	17:30	PD	Front-Ended/parked car	Dry & Clear
CENTRAL AVE.	75ft	N	SHERMAN PL.	5/9/2009	SAT	22:06	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	25ft	S	SHERMAN PL.	11/14/2009	SAT	12:15	PD	Side Swipe/unparking	Wet & Rain
CENTRAL AVE.	100ft	N	SOUTH ST.	5/25/2007	FRI	16:22	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		IN	SOUTH ST.	7/10/2007	TUE	18:09	PD	Rear-Ended/right turn	Dry & Clear
CENTRAL AVE.	15ft	S	SOUTH ST.	8/17/2007	FRI	15:10	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	25ft	S	SOUTH ST.	11/2/2007	FRI	13:00	PD	Out of Control	Dry & Clear
CENTRAL AVE.		IN	SOUTH ST.	12/15/2007	SAT	15:40	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	25ft	S	SOUTH ST.	3/18/2008	TUE	18:53	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	50ft	S	SOUTH ST.	11/4/2008	TUE	14:47	PD/PI	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	20ft	N	SOUTH ST.	5/8/2009	FRI	15:05	PD	Side Swipe	Dry & Clear
CENTRAL AVE.		IN	SOUTH ST.	6/18/2009	THU	8:13	PD	Rear-Ended	Wet & Rain
CENTRAL AVE.		IN	SOUTH ST.	9/12/2009	SAT	18:58	PD	Left Turn	Wet & Rain
CENTRAL AVE.		IN	SOUTH ST.	12/18/2009	FRI	12:51	PD	Side Swipe	Dry & Clear
CENTRAL AVE.		S	THORNE ST.	3/3/2007	SAT	11:45	PD	Side Swipe	Dry & Clear
CENTRAL AVE.	30ft	S	THORNE ST.	3/8/2007	THU	21:35	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	20ft	S	THORNE ST.	7/2/2007	MON	13:18	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	50ft	S	THORNE ST.	7/30/2007	MON	17:48	PD	Rear-Ended/parked car	Dry & Clear
CENTRAL AVE.	25ft	S	THORNE ST.	11/28/2007	WED	7:45	PD	Front-Ended/backing-up	Dry & Clear
CENTRAL AVE.	30ft	S	THORNE ST.	1/24/2008	THU	10:51	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	75ft	S	THORNE ST.	1/30/2008	WED	9:21	PD	Side Swipe/parked car	Wet & Rain
CENTRAL AVE.		N	THORNE ST.	3/3/2008	MON	9:11	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	25ft	S	THORNE ST.	4/28/2008	MON	10:27	PD	Side Swipe	Wet & Rain
CENTRAL AVE.		IN	THORNE ST.	8/4/2008	MON	14:58	PI/PED	Pedestrian	Dry & Clear
CENTRAL AVE.	25ft	N	THORNE ST.	12/31/2008	WED	15:20	PD	Rear-Ended/parked car	Wet & Snow

CENTRAL AVE.		N	THORNE ST.	2/11/2009	WED	13:15	PD	Side Swipe	Dry & Clear
CENTRAL AVE.	10ft	S	THORNE ST.	2/17/2009	TUE	8:51	PD	Side Swipe/fixed object	Dry & Clear
CENTRAL AVE.	50ft	S	THORNE ST.	4/8/2009	WED	1:47	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	70ft	S	THORNE ST.	8/17/2009	MON	13:10	PD/PI/B-cycle	Side Swipe	Dry & Clear
CENTRAL AVE.	150ft	S	THORNE ST.	10/27/2009	TUE	15:55	PD	Rear-Ended/backing-up	Wet & Clear
CENTRAL AVE.	60ft	N	WAVERLY ST.	5/3/2007	THU	13:53	PD/PI	Side Swipe	Dry & Clear
CENTRAL AVE.	20ft	S	WAVERLY ST.	11/12/2007	MON	22:22	PD/PI	Front-Ended/backing-up	Wet & Rain
CENTRAL AVE.	75ft	S	WAVERLY ST.	6/24/2008	TUE	7:11	PD	Backing-up	Dry & Clear
CENTRAL AVE.	100ft	E	WAVERLY ST.	8/14/2008	THU	4:19	PD/PI	Out of Control	Dry & Clear
CENTRAL AVE.		IN	ZABRISKIE ST.	7/18/2007	WED	10:04	PD	Rear-Ended/backing-up	Wet & Rain
CENTRAL AVE.		IN	ZABRISKIE ST.	8/13/2007	MON	13:58	PD	Side Swipe	Dry & Clear
CENTRAL AVE.		IN	ZABRISKIE ST.	11/7/2007	WED	10:00	PD	Right Angle	Dry & Clear
CENTRAL AVE.		S	ZABRISKIE ST.	12/3/2007	MON	7:10	PD	Rear-Ended/parking	Wet & Overcast
CENTRAL AVE.		IN	ZABRISKIE ST.	1/20/2008	WED	7:39	PD/PI	Right Angle	Wet & Overcast
CENTRAL AVE.	50ft	S	ZABRISKIE ST.	3/28/2008	FRI	17:41	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.	10ft	N	ZABRISKIE ST.	6/7/2008	SAT	6:45	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.		IN	ZABRISKIE ST.	6/13/2008	FRI	17:05	PD	Side Swipe/parked car	Dry & Clear
CENTRAL AVE.	15ft	N	ZABRISKIE ST.	6/30/2008	MON	18:57	PD	Side Swipe/unparking	Wet & Rain
CENTRAL AVE.	50ft	S	ZABRISKIE ST.	7/14/2008	MON	17:10	PD/PI/B-cycle	Side Swipe	Dry & Clear
CENTRAL AVE.		IN	ZABRISKIE ST.	4/5/2009	SUN	11:04	PD	Left Turn	Dry & Clear
CENTRAL AVE.	15ft	N	ZABRISKIE ST.	5/28/2009	THU	16:34	PD/PI	Left Turn	Wet & Rain
CENTRAL AVE.	35ft	N	ZABRISKIE ST.	6/29/2009	MON	7:30	PD	Front-Ended/backing-up	Dry & Clear
CENTRAL AVE.	20ft	S	ZABRISKIE ST.	8/7/2009	FRI	12:09	PD	Side Swipe/unparking	Dry & Clear
CENTRAL AVE.		IN	ZABRISKIE ST.	8/22/2009	SAT	8:42	PD	Side Swipe/unparking	Wet & Rain
CENTRAL AVE.		IN	ZABRISKIE ST.	11/30/2009	MON	10:30	PD	Rear-Ended	Dry & Clear
CENTRAL AVE.	15ft	N	ZABRISKIE ST.	12/31/2009	THU	15:22	PD	Front-Ended/backing-up	Wet & Overcast

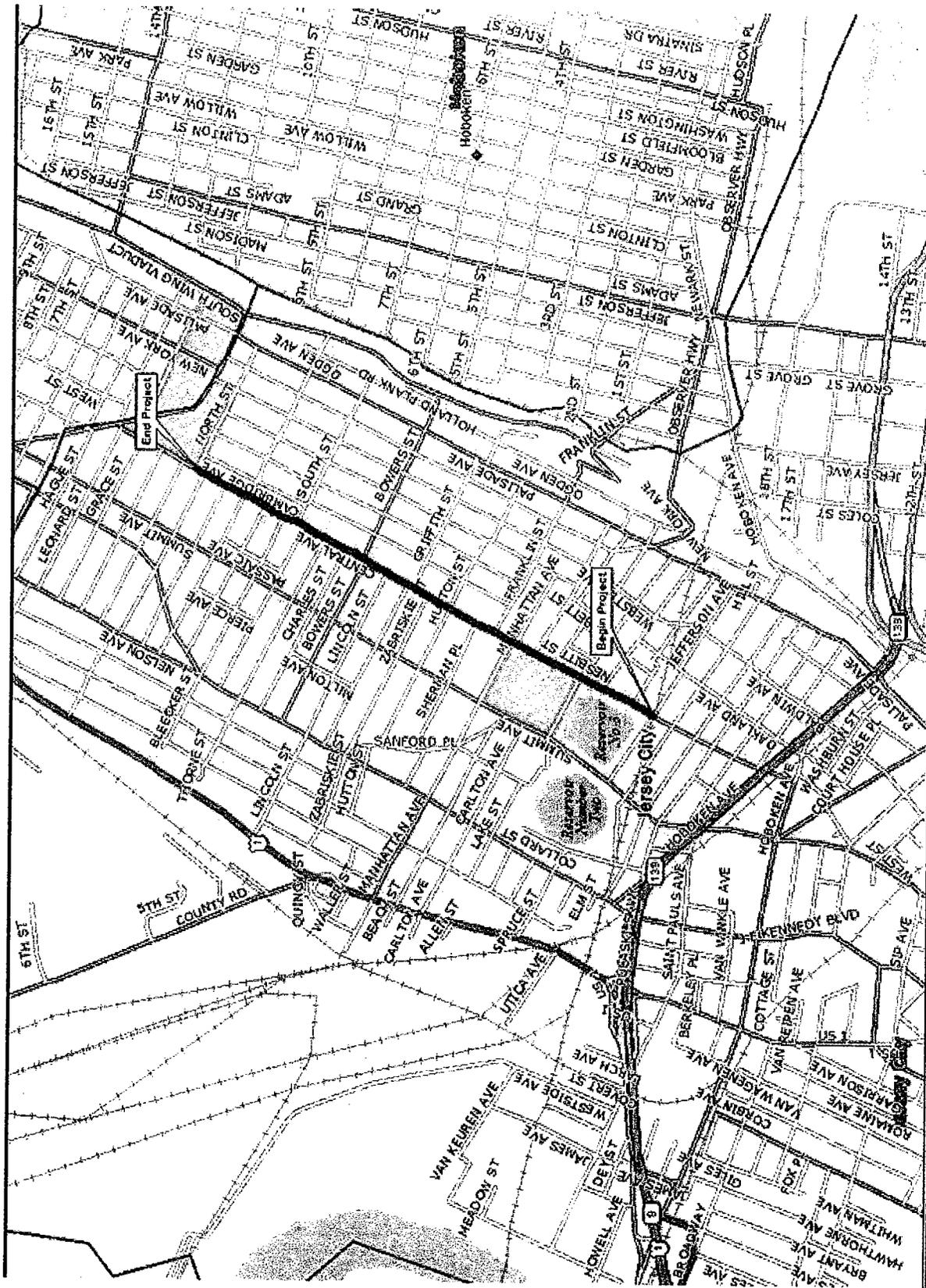


Central Avenue - USGS Map – Weehawken Quadrangle  
1:24,000





Central Avenue - USGS Map - Jersey City Quadrangle  
1:24,000



**DELORME**  
 Use subject to license.  
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 delorme.com

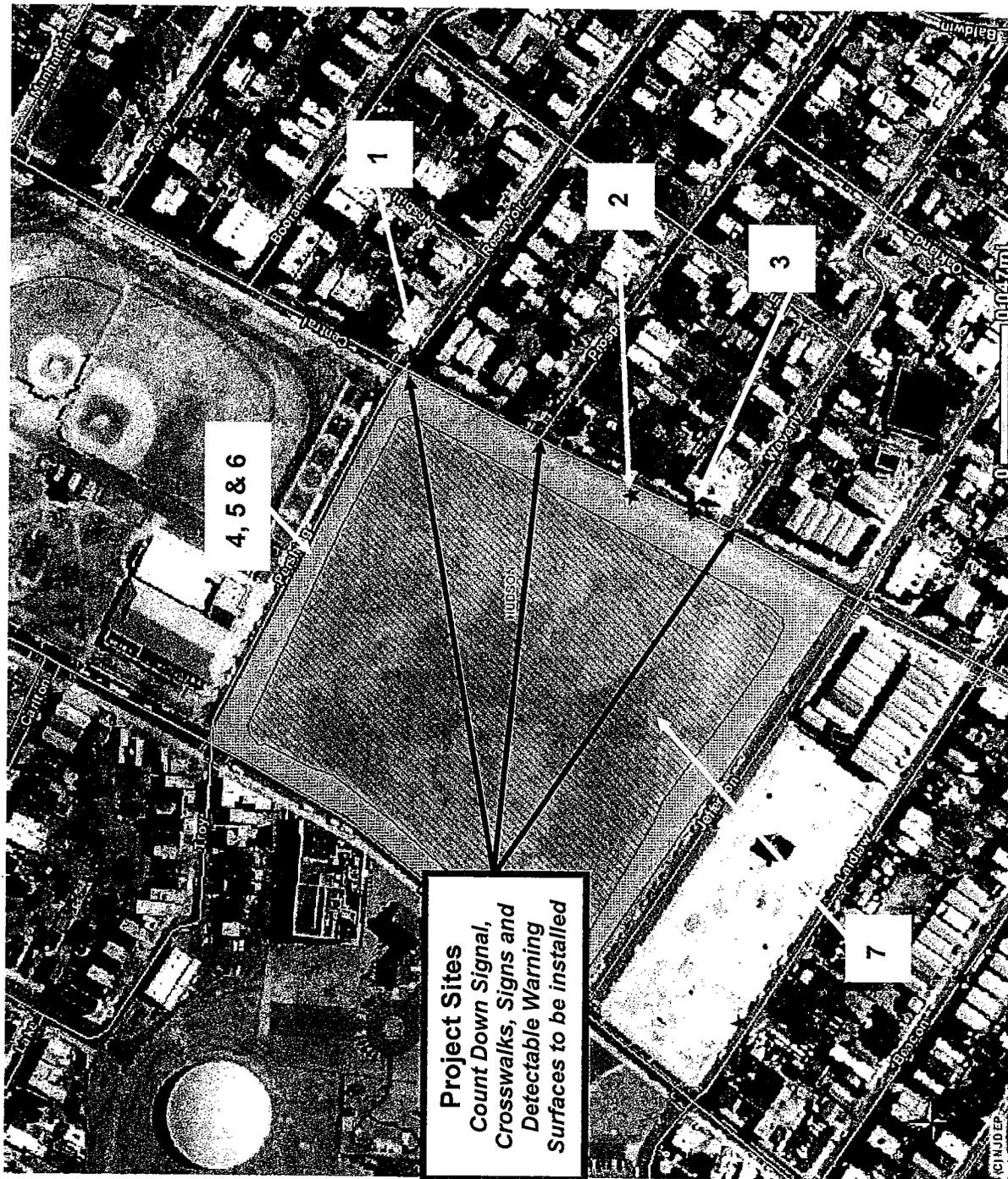
## Central Avenue – Jersey City – Project Location Map





Central  
Avenue  
Project  
Location

**Central Avenue – Jersey City – Project Location Area Environmental Map  
iMapNJ DEP (See Legend)**



**Central Avenue – Jersey City – Project Location Area Environmental Map  
 iMapNJ DEP (See List on Page 29)**

# Central Avenue

## Known Contaminated Sites List

Rec	Site Id	KCSL Name	Address	PI Number	Lead Program	Case Status	Status Date	Remedial Level	Contaminant Source Category
1	164545	178 CENTRAL AVENUE	178 CENTRAL AVE	216299	CEHA	Active	Wed, 29 Oct 2003 00:00:00	C1: No Formal Design - Source Known or Identified-Potential GW Contamination	A: Sites with On-Site Sources of Contamination
Rec	Site Id	KCSL Name	Address	PI Number	Lead Program	Case Status	Status Date	Remedial Level	Contaminant Source Category
2	94591	RESERVOIR SITE	113 163 CENTRAL AVE	133347	BFO-N	Active	Wed, 24 Oct 2001 00:00:00	C1: No Formal Design - Source Known or Identified-Potential GW Contamination	A: Sites with On-Site Sources of Contamination
Rec	Site Id	KCSL Name	Address	PI Number	Lead Program	Case Status	Status Date	Remedial Level	Contaminant Source Category
3	144544	134 CENTRAL AVENUE	134 CENTRAL AVE	191411	CEHA	Active	Mon, 2 Dec 2002 00:00:00	C1: No Formal Design - Source Known or Identified-Potential GW Contamination	A: Sites with On-Site Sources of Contamination

## Landscape Project 2.1 - Emergent Wetlands

Rec	Link	Conservation Rank	Count of Rank 1 Criteria	Count of Rank 2 Records	Count of Rank 3 Records	Count of Rank 4 Records	Count of Rank 5 Records	Species Common Name	Landscape Region	Acres	Hectares	USFWS Contact
4	E3599	2	1	5	0	0	0	Emergent Suitable	Piedmont/Plains	3.73545239	1.51168395	
5	E3599	2	1	5	0	0	0	Snowy Egret	Piedmont/Plains	3.73545239	1.51168395	
6	E3599	2	1	5	0	0	0	Glossy Ibis	Piedmont/Plains	3.73545239	1.51168395	

## Wetlands (2002)

Rec	Acres	2002 Landuse Code	2002 Landuse	General 2002 Landuse Category	Percent Impervious Surface 2002	Impervious Surface Acres 2002
7	11.26650047	7430	DISTURBED WETLANDS (MODIFIED)	WETLANDS	0	0

- Selected Features**
- ★ Known Contaminated Sites
  - Municipalities
  - Counties
  - Roads (Tide Atlas)
  - Landscapes Project 2.1 - Bold Eagle Forestry
  - Old Eagle Foraging
  - Landscapes Project 2.1 - Urban Peregrine
  - Urban Paragins
  - Landscapes Project 2.1 - Wood Turtle
  - Wood Turtle
  - Landscapes Project 2.1 - Beach
  - Sustainable Habitat
  - Priority Concern
  - State Threatened
  - State Endangered
  - Federal N.E.
  - Landscapes Project 2.1 - Emergent Wetlands
  - Sustainable Habitat
  - Priority Concern
  - State Threatened
  - State Endangered
  - Federal N.E.
  - Landscapes Project 2.1 - Forested Wetlands

## Central Avenue Intersections – Jersey City iMapNJ DEP - Environmental Maps Legend

- Sustainable Habitat
- Priority Concern
- State Threatened
- State Endangered
- Federal N.E.
- Landscapes Project 2.1 - Forest
- Sustainable Habitat
- Priority Concern
- State Threatened
- State Endangered
- Federal N.E.
- Landscapes Project 2.1 - Grassland
- Sustainable Habitat
- Priority Concern
- State Threatened
- State Endangered
- Federal N.E.
- Wetlands (2002)
- Wetlands
- Aerial Photos 2002
- Mid-Atlantic States
- New Jersey
- Other States



**Bergen Hill Historic District (ID#1481)**

Includes portions of Belmont, Monticello, Cornelifson, Summit, Bramhall and Bergen avenues and Clifton Place  
SHPO Opinion: 2/4/1991  
(Previous SHPO Opinion 8/9/89)

**Black Tom Site (ID#4535)**

SHPO Opinion: 10/1/1975

**Brunswick Laundry Powerhouse (ID#219)**

68-72 Liberty Avenue  
SHPO Opinion: 3/10/1999

**Burke Brothers Livery Stable/Garage (ID#4534)**

369 Fifth Street  
COE: 10/31/2005

**Car Float Transfer Bridges 1 and 2 (ID#1482)**

Liberty State Park, Greenville Yard Complex  
DOE: 11/7/1978  
SHPO Opinion: 7/27/1978  
(Demolished)

**Central Railroad Bridge (ID#3901)**

Central Railroad over Communipaw Avenue  
SHPO Opinion: 2/28/1991

**Central Railroad of New Jersey Terminal (ID#1513)**

Johnston Avenue  
NR: 9/12/1975 (NR Reference #: 75001138)  
SR: 8/27/1975

**Church of the Redeemer (ID#3189)**

33-37 Warner Avenue  
SHPO Opinion: 3/10/1997

**Commercial Trust Company Bank (ID#2857)**

15 Exchange Place  
SHPO Opinion: 5/16/1995

**Communipaw-Lafayette Historic District (ID#2858)**

Lafayette, Bramhall, Pacific, Halliday, and Pine streets  
SHPO Opinion: 2/17/1995

**Conrail Bridge (ID#2859)**

Conrail (Lehigh Valley Railroad), Milepost 2.77 over Central Railroad of New Jersey Main Line  
SHPO Opinion: 5/16/1995

**Conrail National Docks Railroad Bridge (ID#2860)**

Conrail National Docks Branch Railroad, Milepost 2.32 over Pacific Avenue and the Morris Canal  
SHPO Opinion: 10/29/1995

**Continental Can Company Complex (ID#3190)**

251-281 Coles Street  
SHPO Opinion: 5/30/1997

**Cover/Larch Historic District (ID#3191)**

26, 34, and 36 Cover Street; 73, 75, 76-78, 79, 80, 81, 83, 85, 87, 88, 90, 91, 93 and 95 Larch Street  
SHPO Opinion: 3/10/1999

**Delaware, Lackawanna and Western Coal Pier #5 (ID#1483)**

DOE: 6/26/1984  
SHPO Opinion: 11/23/1983

**Delaware, Lackawanna and Western Coal Pier #5 (ID#4104)**

DOE: 6/26/1984  
(Original SHPO Opinion was "not eligible")

**Delaware, Lackawanna and Western Grain Trestle Associated with Pier #6 (ID#1484)**

SHPO Opinion: 11/23/1983

**Delaware, Lackawanna and Western Railroad Boonton Line Historic District (ID#4895)**

SHPO Opinion: 9/18/2008  
(SHPO Opinion only for area within APE of Access to the Region's Core)

See Main Entry / Filed Location:

Hudson County, Secaucus Town

**Engine Company Number 1 (ID#2861)**

155 Morgan Street  
SHPO Opinion: 5/16/1995

**Engine Company Number 2 Firehouse (ID#1485)**

180 Grand Street  
SHPO Opinion: 6/12/1980

**Engine Company Number 7 Firehouse (ID#1486)**

666 Summit Avenue  
SHPO Opinion: 6/12/1980

**Engine Company Number 8 Firehouse (ID#1487)**

25 Ege Avenue  
SHPO Opinion: 6/12/1980  
(Demolished)

**Engine Company Number 10 Firehouse (ID#1488)**

283 Halladay Street  
SHPO Opinion: 6/12/1980

**Engine Company Number 11 Firehouse (ID#1489)**

152 Lincoln Street  
SHPO Opinion: 6/12/1980

**Engine Company Number 13 Firehouse (ID#1490)**

152 Linden Avenue  
SHPO Opinion: 6/12/1980

**Engine Company Number 14 Firehouse (ID#1491)**

46 Irving Street  
SHPO Opinion: 6/12/1980

**Engine Company Number 15 Firehouse (ID#1492)**

200 Sip Avenue  
SHPO Opinion: 6/12/1980

**Engine Company Number 17 Firehouse (ID#1493)**

110 Boyd Avenue  
SHPO Opinion: 6/12/1980

**Engine Company Number 18 Firehouse (ID#1494)**

218 Central Avenue  
SHPO Opinion: 6/12/1980



**Hamilton Park Historic District (ID#1507)**

6th, 7th, 8th, and 9th streets at Hamilton Park  
NR: 1/25/1979 (NR Reference #: 79001493)  
SR: 4/27/1978

**Hamilton Park Historic District Extension (ID#1508)**

Jersey Avenue to 10th Street  
NR: 12/2/1982 (NR Reference #: 82001044)  
SR: 10/1/1982

**Hanover National Bank Repository (ID#4610)**

19 Winfield Avenue  
COE: 5/18/2006

**Harsimus Cove Historic District (ID#1509)**

Portions of Jersey Avenue; Bay, Cole, Erie, First, Second, Third, Fourth, Fifth streets; Manila Drive  
NR: 12/9/1987 (NR Reference #: 87002118)  
SR: 10/15/1987

**Holbrook Manufacturing Company (ID#3195)**

319 Coles Street  
SHPO Opinion: 2/28/1991

**Holland Tunnel (NHL, ID#3196)**

Under the Hudson River, from Jersey City to lower Manhattan  
NR: 11/4/1993 (NR Reference #: 93001619)  
SR: 10/13/1995

**Home For Aged Women (ID#3188)**

657 Bergen Avenue  
SHPO Opinion: 11/20/1997

**Hudson and Manhattan Railroad Transit System (Path) (ID#4103)**

Connects Exchange Place and Hoboken to New York City  
SHPO Opinion: 3/4/2002

**Hudson and Manhattan Railroad Powerhouse (ID#1570)**

70-90 Bay Street, bounded by Washington Boulevard, First Street, and Greene Street  
NR: 11/23/2001 (NR Reference #: 01001256)  
COE: 10/7/1999

**Hudson County Court House (ID#1510)**

583 Newark Avenue  
NR: 8/25/1970 (NR Reference #: 70000385)  
SR: 6/12/1970

**Henry P. Husel Privy Pit Site (ID#2864)**

35 Hudson Street  
SHPO Opinion: 9/8/1995  
(Grouped with Hudson and Manhattan Railroad Powerhouse files.)

**Ionic House (Dr. William Barrow Manson) (ID#1511)**

83 Wayne Street  
NR: 5/2/1977 (NR Reference #: 77000872)  
SR: 12/20/1976

**Jersey City Armory (ID#4131)**

678 Montgomery Street  
SHPO Opinion: 9/10/2004  
(Previous SHPO opinion 8/2/02)

**Jersey City High School (William Dickinson High School) (ID#1514)**

2 Palisade Avenue  
NR: 6/1/1982 (NR Reference #: 82003275)  
SR: 12/23/1981

**Jersey City Medical Center (ID#1515)**

Baldwin Avenue, Clifton Place, Montgomery Street, Cornelison Avenue, and Fairmont Avenue  
NR: 11/27/1985 (NR Reference #: 85003057)  
SR: 3/19/1985  
DOE: 10/16/1979  
SHPO Opinion: 7/18/1979

**Jersey City Motor Vehicle Inspection Station (ID#321)**

117 Roosevelt Avenue  
SHPO Opinion: 6/9/1998  
(Demolished.)

**Jersey City Reservoir 2 and 3 Complex (ID#1512)**

Central and Reservoir avenues  
SHPO Opinion: 10/15/1991

**Jersey City Water Works Pipeline (ID#149)**

Parallels the Pulaski Skyway  
SHPO Opinion: 5/7/1999

**Jersey City Waterworks Historic District (ID#3915)**

Boonton to Jersey City - Reservoirs and pipelines  
SHPO Opinion: 2/20/2003  
(Previous SHPO Opinion 5/15/1998 (For Boonton reservoir complex only))

**Also located in:**

- Bergen County, Lyndhurst Township
- Bergen County, North Arlington Borough
- Essex County, Cedar Grove Township
- Essex County, Fairfield Township
- Essex County, Montclair Township
- Essex County, North Caldwell Borough
- Hudson County, Kearny Town
- Hudson County, Secaucus Town
- Morris County, Boonton Town
- Morris County, Montville Township
- Morris County, Parsippany-Troy Hills Township
- Passaic County, Clifton City
- Passaic County, Little Falls Township

**J.F.K. Boulevard Bridge (SI&A #0900008) (ID#3826)**

J.F.K. Boulevard over Conrail (Jersey City Branch) and PATH  
SHPO Opinion: 8/10/1990

**L.O. Koven & Brothers Sheet Iron and Plate Steel Works (ID#3197)**

Paterson Plank Road  
SHPO Opinion: 2/28/1991  
(Demolished.)

**Labor Bank Building (ID#1516)**

26 Journal Square  
NR: 6/14/1984 (NR Reference #: 84002705)  
SR: 5/1/1984  
SHPO Opinion: 8/8/1983

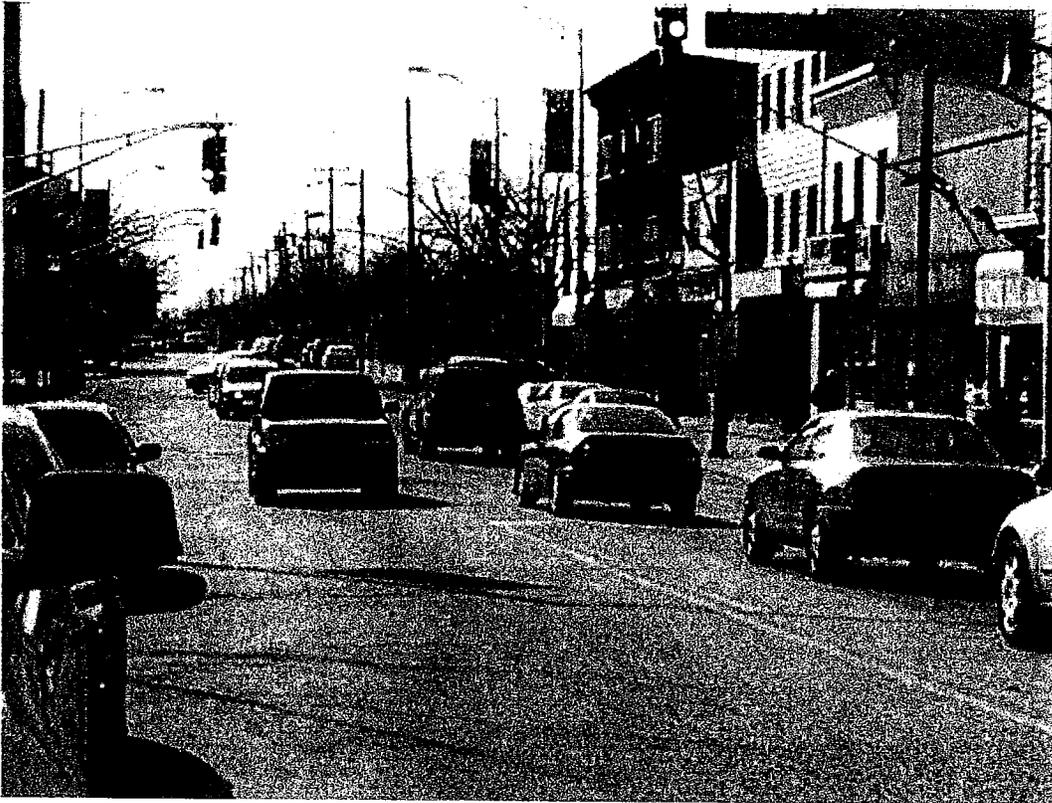
Photographs  
Existing Conditions at Intersections along Central Avenue



**Manhattan Avenue**



**Manhattan Avenue**



**Franklin Street**



**Hutton Street**



**Zabriskie Street**



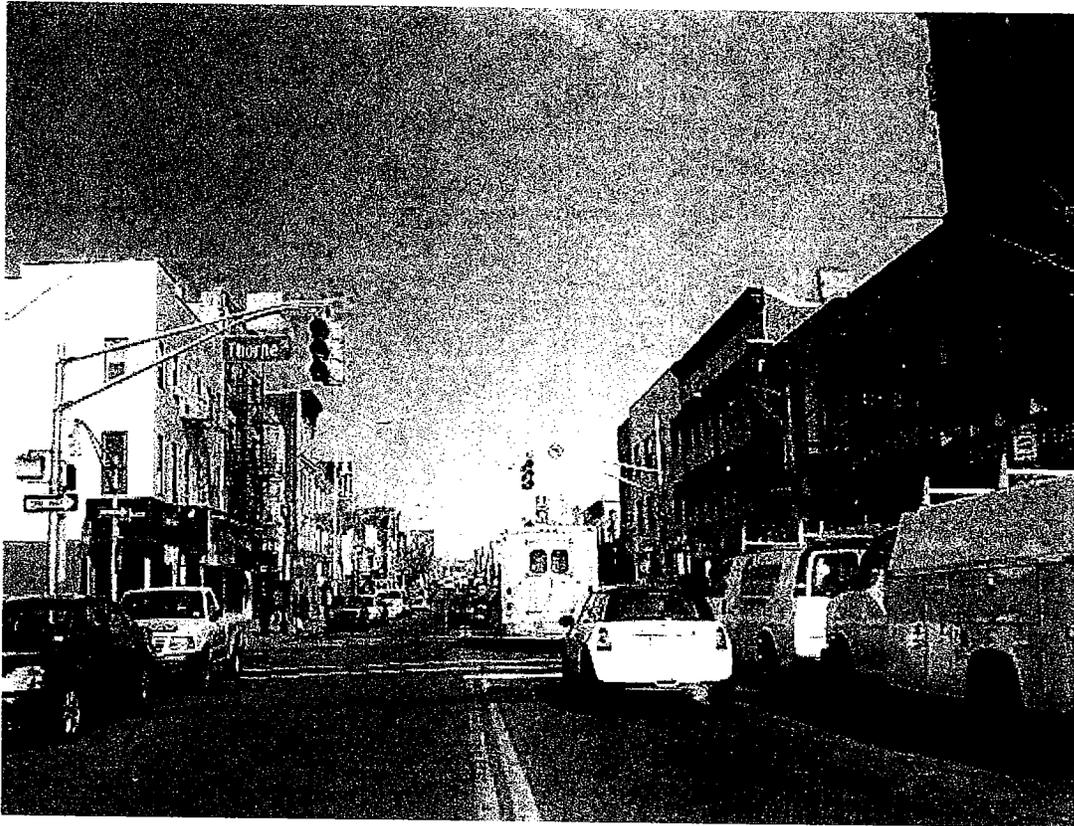
**Griffith Street**



**Bowers Street**



**Charles Street**



**Thorne Street**



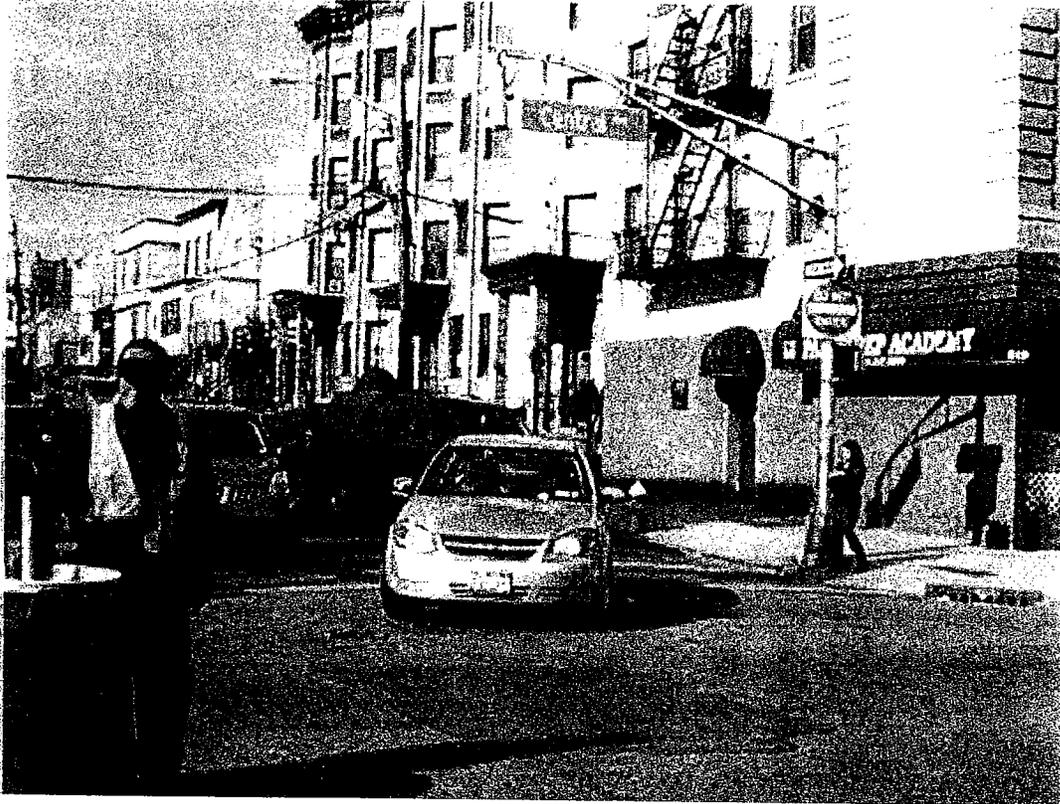
**Thorne Street**



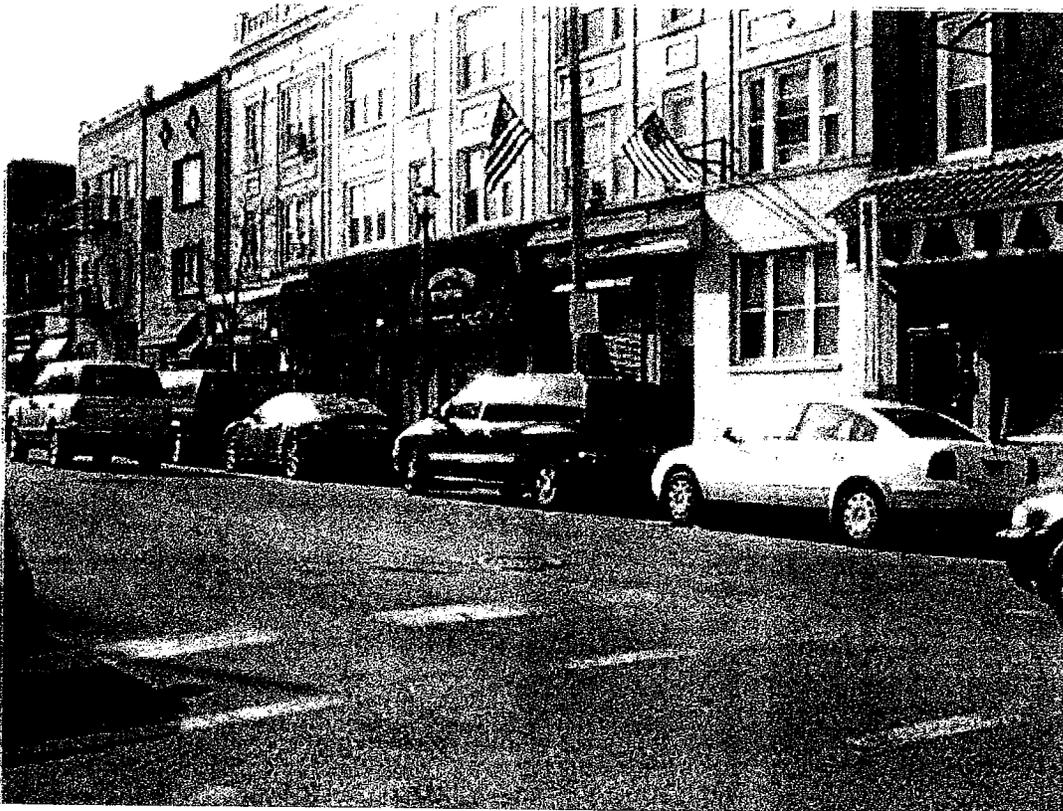
**Congress Street**



**Congress Street**



**Graham Street**



**Graham Street**

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

City Clerk File No. Res. 10-137  
 Agenda No. 10.H  
 Approved: MAR 10 2010  
 TITLE:



## RESOLUTION APPOINTING COUNCILWOMAN NIDIA R. LOPEZ AS A MEMBER OF THE JERSEY CITY PLANNING BOARD

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

**WHEREAS**, pursuant to N.J.S.A. 40:44D-23, the Planning Board of the City of Jersey City consists of nine members, one of whom (designated as the Class III member) is a member of the governing body appointed by the governing body; and

**WHEREAS**, the term of the Class III member is for a term of one year or the termination of his or her term of office, whichever occurs first; and

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated March 1, 2010, that he has appointed, **Nidia R. Lopez** of 66 Corbin Avenue, Jersey City, New Jersey to serve as a **Class III Member of the Jersey City Planning Board**, replacing Steve S. Lipski, whose term has expired.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that **Nidia R. Lopez**, be appointed a **Class III Member of the Jersey City Planning Board** to serve for a term that will expire on June 30, 2010.

RB:sgj

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator  
 Asst.

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 7-0-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY	✓			FULOP	✓			VEGA		✓	
LOPEZ		ABSTAIN		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

# CITY OF JERSEY CITY

JERRAMIAH T. HEALY  
MAYOR



CITY HALL  
JERSEY CITY, NJ 07302  
TEL:(201) 547-5200  
FAX:(201) 547-4288

March 1, 2010

President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Nidia R. Lopez**, of 66 Corbin Avenue, Jersey City, New Jersey, to serve as a **Class III** member of the **Jersey City Planning Board**. Mrs. Lopez is replacing Steve S. Lipski whose term has expired. Mrs. Lopez's term will commence with the adoption of a resolution and will expire on June 30, 2010.

I respectfully request your advice and consent on this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy".

Jerramiah T. Healy  
Mayor

- c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Robert Cotter, City Planning  
Dominick Pandolfo, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Nidia R. Lopez

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

City Clerk File No. Res. 10-138

Agenda No. 10.I

Approved: MAR 10 2010



TITLE: *Resolution Designating the Month of March as "Women's History Month"*

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

**Whereas**, New Jersey women of every race, class, and ethnic background have made historic contributions to the growth and strength of our State in countless recorded and unrecorded ways; and

**Whereas**, New Jersey women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the State by constituting a significant portion of the labor force working inside and outside of the home; and

**Whereas**, New Jersey women have played a unique role throughout the history of the State by providing the majority of the volunteer labor force of the State; and

**Whereas**, New Jersey women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our State; and

**Whereas**, New Jersey women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

**Whereas**, New Jersey women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

**Whereas**, despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history; and

**Whereas**, the Department of Community Affairs, specifically the Division on Women's goals are to remember and celebrate New Jersey women and to:

- ensure that NJ women are offered equal opportunities in education, the workforce and healthcare regardless of age, sexual orientation, income, ethnicity, race or religion
- identify, implement, measure and coordinate programs that address the needs of NJ women
- engage in continuous study and research on issues affecting NJ women and their families, develop policy papers and legislative recommendations

**Now, Therefore, Be It Resolved**, that the Municipal Council of the City of Jersey City does hereby designate March 2010 as "Women's History Month" under the National Women History Project's 2010 theme: **Writing Women Back into History**. National Women's History Month provides an excellent venue to recognize and celebrate women's historic achievements as well as an opportunity to honor women within our families and communities.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator  
AST.

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

Certification Required

Not Required

**APPROVED 8-0**  
**3/10/10**

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	<b>ABSENT</b>		
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. 10-139

Agenda No. 10.J

Approved: MAR 10 2010

TITLE:



## Resolution Commemorating the 166<sup>th</sup> ANNIVERSARY OF THE INDEPENDENCE OF THE DOMINICAN REPUBLIC

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

**WHEREAS**, in 1838, Juan Pablo Duarte founded a secret society called La Trinitaria that sought pure and simple independence of Santo Domingo without any foreign intervention. On February 27, 1844, the Trinitarios, as the members of La Trinitaria were known, declared independence from Haiti. The Dominican Republic's first Constitution was adopted on November 6, 1844 and was modeled after the United States Constitution; and

**WHEREAS**, Juan Pablo Duarte, the father of Dominican independence, designed a flag to represent the Dominicans' struggle for liberty and the promise of democracy. The cross symbolizes the fight for independence. Red represents the sacrifice of those who fought; blue stands for progress; and white, the Dominicans' hope for lasting peace; and

**WHEREAS**, in commemoration of the 166<sup>th</sup> anniversary of the independence of the Dominican Republic, an annual celebration will be held on Tuesday, February 23, 2010 at PS #4. Approximately 600 students and parents will partake in this years commemoration. The invited guests will be Bonny and Richard Cepeda along with Keynote Speaker Wanda Silva. A flag raising ceremony will be held on Thursday, February 25, 2010 at City Hall.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby join in the celebration commemorating the 166<sup>th</sup> anniversary of the independence of the Dominican Republic. Special recognition and accolades should be given to Chairman Gregory Malave and the following Board Members of the Juan Pablo Duarte Dominican Parade and Festival.

- |                              |                        |                        |                      |                           |
|------------------------------|------------------------|------------------------|----------------------|---------------------------|
| <i>Simon Jones</i>           | <i>Fialei Colon</i>    | <i>Lydia Disla</i>     | <i>Warner Perez</i>  | <i>Jay Frias</i>          |
| <i>Lydia Marceleno Jones</i> | <i>Otho Velasquez</i>  | <i>Janet Disla</i>     | <i>Luis Lobelo</i>   | <i>Guy Catrillo</i>       |
| <i>Ricardo Kaulessar</i>     | <i>Felipe Francis</i>  | <i>Carlos Enrique</i>  | <i>Rozani Pelc</i>   | <i>Francesca Martinez</i> |
| <i>Ana Pimental</i>          | <i>Oscar Disla</i>     | <i>Valerio Batista</i> | <i>Jocelyn Brea</i>  | <i>Danie Deautriell</i>   |
| <i>Edwin Ramirez</i>         | <i>Charlie Taveras</i> | <i>Alma Santana</i>    | <i>Denise Aquino</i> | <i>Jackie Martinez</i>    |
| <i>Fernando Lopez</i>        | <i>Olga Custodio</i>   | <i>Luz Mayi</i>        |                      |                           |

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

APPROVED: *Gregory J. Malave*  
Business Administrator

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

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
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 Byrme*  
Robert Byrme, City Clerk

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

City Clerk File No. Res. 10-140

Agenda No. 10.K

Approved: MAR 10 2010

TITLE:



## Resolution Applauding the 2010 Saint Patrick's Day Parade Honorees

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

Whereas, the courage and determination of people of Irish descent who emigrated to the United States and other countries is a success story of considerable merit and involves every aspect of the American diaspora, from fueling our industries to making the ultimate sacrifice on our Nation's battlefields around the globe; and

Whereas, every March, the Irish community and their many supporters celebrate Saint Patrick, the patron saint of Ireland and the nation's rich heritage. The City of Jersey City hosts a series of events and activities. The Annual Flag-Raising Ceremony will be held on Tuesday, March 2, 2010. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March; and

Whereas, on Friday, March 12, 2010, the Annual Saint Patrick's Day Dinner Dance will be held at the Casino in the Park in Jersey City. The Jersey City Saint Patrick's Day Parade is scheduled to be held on Sunday, March 14, 2010; and

Whereas, every year as part of the Saint Patrick's Day celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City.. This year the parade will be dedicated to the following five officers.

- The late Marc DiNardo, Jersey City Police Department
- Michael Camacho, Jersey City Police Department
- Marc "Spike" Lavelle, Jersey City Police Department
- Frank Molina, Jr., Jersey City Police Department
- Dennis Mitchell, Port Authority Police Officer

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City appropriately and according recognizes with our appreciation the many contributions of those of Irish descent to the building of our nation.

Be It Further Resolved, that the Municipal Council of the City of Jersey City does hereby applaud the 2010 Saint Patrick's Day Parade Honorees.

- Grand Marshal: William A. Gaughan
- Irishman of the Year: Shawn Thomas
- Irishwoman of the Year: Kathleen O'Neill
- Honorary Irishman of the Year: Daniel Ekmekjian
- Honorary Irishwoman of the Year: Rose Ann Rotondo Dillon
- Irish Police Officer of the Year: Captain Chet Major
- Irish Firefighter of the Year: Captain Robert Daly
- Parade Hall of Fame: Catherine Cummings Macchi

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

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
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. 10-141

Agenda No. 10.1

Approved: MAR 10 2010

TITLE:



**RESOLUTION AMENDING RESOLUTION 10-010 WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY PUBLIC EMPLOYEES, INC. LOCAL 246**

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

**WHEREAS**, a Memorandum of Agreement was entered into after bargaining sessions between the City of Jersey City and Jersey City Public Employees, Inc., Local 246 on November 16, 2009; and

**WHEREAS**, the Jersey City Municipal Council authorized the execution of the agreement on January 13, 2010 between the City of Jersey City and the Jersey City Employees, Inc., Local 246 for a term to begin on July 1, 2008 and run through June 30, 2011; and

**WHEREAS**, it is necessary to amend said agreement to change the effective date in Article 29 Section A (1) to read not later than April 1, 2010 and to remove Section I from Article 29 and advance Section J to Section I. In Addition, Article 36 Section I is to be removed.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Amended Agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Employees Inc. Local 246 is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal amended labor contract on behalf of the City of Jersey City.

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

APPROVED AS TO LEGAL FORM

APPROVED: Gregory S. MARO  
Business Administrator  
Asst.

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

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
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

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY  
- AND -  
JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 246**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Public Employees, Inc., Local 246 ("Local 246") have agreed constitute the successor Agreement between the City and Local 246 for the period of July 1, 2008 through June 30, 2011 (the "Agreement"): Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City

Except as modified herein, the existing terms and conditions set forth in the 2005 through 2008 Local 246 Agreement shall remain in full force and effect.

This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 246.

**Article 1**

Revise Paragraph A1 to reflect the addition of finance.

Remove Paragraph A7 in its entirety.

Remove Paragraph C in its entirety.

**Article 4**

Paragraph B - The number of negotiating committee members shall be reduced from five(5) to four (4).

Paragraph C is deleted in its entirety.

Paragraph D - Add new sentence as follows: Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.

Paragraph E – Revise as follows:

Elected officers and Union delegates, not to exceed three (3), shall be granted time off to attend local meetings and caucuses and the League of Municipalities Convention, provided operation of the various Departments is not impeded by the granting of such request.

#### Article 9

Paragraph B shall be changed from the “Civil Service Department of New Jersey” to the “Civil Service Commission”; also fix typo in first sentence.

#### Article 11

Paragraph A shall be removed in its entirety.

Paragraph B shall be changed by deleting “Effective January 1, 2003.” This shall become Paragraph A and succeeding paragraphs shall be relettered.

#### Article 12

Delete in its entirety and insert:

- A. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave. The Business Administrator will, however, reschedule an employee’s hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.
- C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 180-day limit.

#### Article 17

Paragraph C – delete “with a diagnosis.”

#### Article 18

Paragraph D should be changed to "Department Director, or his designee."

Paragraph F(4) - Make Security Guards language subparagraph (a); Field Employees subparagraph (b); and Bailiffs subparagraph (c).

Paragraph F(6) – All nurses will receive one hundred thirty five dollars (\$135.00) per year for uniform allowance

#### Article 19

Paragraph C – Add "Work unit as utilized in this Article shall be defined to mean a group of employees who are qualified and experienced to perform specific tasks, e.g. tree maintenance vs. field maintenance vs. park maintenance."

Paragraph C(3) shall be deleted in its entirety.

#### Article 21

Effective January 1, 2010, delete Article 21, Part B

#### Article 23

##### Paragraph C

Step One - Delete Division Director and insert Department Director wherever the title is used.

Step Two - Delete in its entirety.

Step Three - Modify to become step Two with no other internal changes.

#### Article 24

##### Paragraph C

Step One - Delete Division Director and insert Department Director wherever the title is used.

Balance of Article remains the same, including timelines and burden of moving forward.

#### Article 25

Insert new Paragraph F as follows:

"All references to vacation time in 'Days' relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 15(A) above. It is understood that any alteration of the work day shall require a recalculation of vacation time."

Article 26

Paragraph C – Add to Section 1 “Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day and constitute cause for disciplinary action.”

Delete Paragraph C, Section 2 in its entirety.

Paragraph D, Section 3 - Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.

Paragraph D(4) – Remove the last sentence.

Article 28

Remove Paragraph A in its entirety.

Article 29

Modify as set forth below:

New Paragraph A – The City shall provide insurance coverage for its employees as set forth below:

- 1) Commencing on the effective date of this Agreement, all new hires shall be entitled to the current Direct Access or POS health insurance coverage paid for by the City. All employees shall be transferred to Direct Access or POS no later than June 30, 2010.
- 2) Employees in the Bargaining Unit shall receive a one time payment of two thousand dollars (\$2,000.00) payable in two installments of one thousand dollars (\$1,000.00) each installment, in consideration of the elimination of the Traditional Plan. The first one thousand dollars (\$1,000.00) shall be paid not later than June 17, 2010. The second one thousand dollars (\$1,000.00) shall be paid not later than December 16, 2010.

Modify Paragraph C to read as follows:

The City reserves its right to change the insurance carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change.

Modify Paragraph E as follows:

The City will provide a prescription drug plan with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$4.50 in co-pay.
Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$13.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00.	\$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1000.00. (Total ninety (90) day mail order would amount to \$150.00 in co-pay.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). Except that the first two prescriptions filled on any maintenance drug may, at the employee's option, be filled through retail pharmacy, provided that the co-pay on those first two prescriptions filled on any maintenance drug, whether that drug is over \$1000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug. Thereafter the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Paragraph F(1) – Delete in its entirety.

Paragraph F(2) – Delete “Effective January 1, 2007.”

Paragraph F(3) - Delete “For any services rendered after July 1, 1998.”

Paragraph G(1) – Delete in its entirety.

Paragraph G(2) – Delete “Effective January 1, 1997”

Paragraph H – Delete in its entirety

Insert New Paragraph H as follows:

"Employees who retire after February 1, 2011, who are themselves eligible, or their dependents are eligible to receive medical and prescription benefits in retirement shall contribute the same amount in medical and prescription deductibles, contributions and co-pays as they did on the date immediately preceding the date of their retirement. Thereafter, when increases in medical and prescription deductibles, contributions and co-pays are negotiated for active employees during any future contract negotiations, retirees who retired after February 1, 2011 shall be responsible for their then current payment on medical and prescription deductibles, contributions and co-pays plus 54% of any increases that may be negotiated for active employees in the future."

Insert New Paragraph I as follows:

"Retirees shall have an annual maximum out-of-pocket Cap of \$1,092.00 per covered person for prescription drug co-payments. Once a retiree or dependent has paid \$1,092.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments, subject to the language set forth in Paragraph H for retirees."

### Article 30

Modify Paragraph A(1) to read "Effective July 1, 2008, employees shall receive a wage increase in the amount of \$1000.00 applied to the base rate earned on June 30, 2008."

Modify Paragraph A(2) to read "Effective on July 1, 2009, employees shall receive a wage increase in the amount of \$1000.00 applied to the base rate earned on June 30, 2009."

Modify Paragraph A(3) to read "Effective on July 1, 2010, employees shall receive a wage increase in the amount of \$1000.00 applied to the base rate earned on June 30, 2010."

Paragraph B shall be modified to read "If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise."

Paragraph F shall be deleted in its entirety.

Paragraph G shall be revised to update the dates.

Paragraph H shall be revised as follows:

	<u>7/1/2008</u>	<u>7/1/2009</u>	<u>7/1/2010</u>
Full Time Nurses	\$26.74	\$27.25	\$27.76
Part Time Nurses			
0-5 Years Completed	\$27.96	\$28.47	\$28.98
6-10 Years Completed	\$28.18	\$28.69	\$29.20
11-15 Years Completed	\$28.41	\$28.92	\$29.43
16+ Years	\$28.64	\$29.15	\$29.66
L.P.N.	\$17.57	\$18.08	\$18.59

#### Article 34

Paragraph A shall be revised to remove the Telephone Reporting Unit and insert the Closed Circuit Television Unit.

Paragraph B shall be revised to include the addition of a new shift for the Call Taker Position from 5:50 p.m. to 2:00 a.m.

The City proposed staggering the shifts of Call Takers and Dispatchers with a one-half hour difference between shift start times.

The City proposes raising the number of mutual swaps in Paragraph D to twelve (12) per year as opposed to the current six (6).

Paragraph E shall be revised to include language that employees will call in single-use vacation days at least twenty four (24) hours in advance. Additionally, language shall be included that compensatory days will be mutually scheduled between management and the employee.

Article 34 will remain as status quo and will be subject to reopening at such time as the Unified Communications Center is created and becomes operational.

#### Article 35

Article 35 will remain as status quo and will be subject to reopening at such time as the Unified Communications Center is created and becomes operational.

November 16, 2009

Article 36

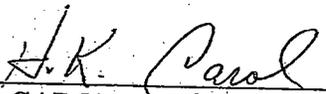
Add new paragraph I as follows: "In full settlement of any claim resulting from the former language contained in Article 26, Paragraph D, the City hereby agrees to provide a single lump sum payment of seven thousand five hundred dollars (\$7,500.00) to Local 246 in exchange for the release as previously executed regarding the settlement of said dispute."

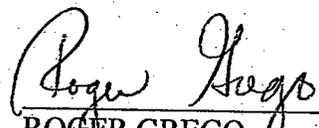
Article 37

Modify to read "This Agreement shall be in force and effect as of July 1, 2008 and shall remain in effect to and including June 30, 2011 without any reopening date. This Agreement shall continue in full force and effect from year-to-year thereafter unless one party or the other gives notice in writing, no sooner than 150 days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011."

**The Parties understand that the terms of this Memorandum of Agreement will be submitted to the Division of Local Government Services.**

ATTESTED BY:

  
\_\_\_\_\_  
H. K. CAROL  
PRESIDENT, LOCAL 246

  
\_\_\_\_\_  
ROGER GREGO  
ASSISTANT TO THE  
BUSINESS ADMINISTRATOR

Dated: 11/16/09

Highlight of Tentative Agreement between the City of Jersey City and the Jersey City Public Employees, Local 246

Duration: July 1, 2008 - June 30, 2011 (3 years)

- Wages:
- A) \$1,000 raise effective July 1, 2008
  - B) \$1,000 raise effective July 1, 2009
  - C) \$1,000 raise effective July 1, 2010
  - D) \$1,000 payment (not wage increase) to be paid not later than June 17, 2010
  - E) \$1,000 payment (not wage increase) to be paid not later than Dec 16, 2010

Health Care:

A) Traditional Health Care Plan ceases to exist for this Union effective July 1, 2010. Effect of this change means the current 151 members of Local 246 who are in the traditional plan will move to one of the other health care plans offered by the City. Based on the current of employees in the traditional plan, the City estimates saving approximately \$350,000 to \$400,000 annually by virtue of changing from the traditional plan to Direct Access/ other HMO's.

Additionally, new employees will not be able to opt for the traditional plan, thereby saving the City additional money in the future. This change in the contract is tied to the two (2) \$1,000 payments which Local 246 Employees will receive in June & December of 2010.

B) Future Retirees (those who retire from February 1, 2011) will be subject to contribute the same amount in Medical and Prescription deductible, contributions, and co-pays as they did the date immediately preceding the date of their retirement, and thereafter be subject to 54% of any increases in these areas which would be negotiated for active employees. This change in the contract is also tied to the two (2) \$1,000 payments which Local 246 Employees will receive in June & December of 2010.

C) Effective June 1, 2010, there will be prescription co-pay for mail order drugs. This shall result in additional money saved by the City by virtue of the co-payment and additional migration from Brand Name drugs (higher co-pay but higher cost to City) to Generic drugs (lower co-pay but cheaper to City).

Additionally, for retail prescriptions costing \$1,000 or more, there will be a co-pay of \$100 instead of the current \$20; for mail order prescriptions costing \$1,000 or more, the co-pay

will be \$50 per 30-day supply, meaning \$150 for a typical 90-day mail order supply. Currently as mentioned before, there is a zero co-pay for all mail order prescriptions.

Personal Business Day:

All employees will receive three (3) personal business days. Currently, these employees hired after November 26, 1991 receive two (2) personal business days. This change will give approximately 450 members an additional personal business day each year, effective in 2010.

**AGREEMENT**

**BETWEEN**

**CITY OF JERSEY CITY**

**and**

**JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 246**

**JULY 1, 2008 THROUGH JUNE 30, 2011**

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## PREAMBLE

**THIS AGREEMENT** entered into as of this \_\_\_\_ day of \_\_\_\_, 2010, subject to Union membership ratification and approval of the Municipal Council, by and between the City of Jersey City, in the County of Hudson, State of New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the "City"), and Jersey City Public Employees, Inc., Local 246 (hereinafter called the "Union"), represents the complete final understanding on all bargainable issues.

**WHEREAS**, the parties have negotiated for the purpose of entering into a Collective Bargaining Agreement

**NOW, THEREFORE**, it is agreed as follows:

### ARTICLE 1 RECOGNITION

A. The City hereby recognizes the Union as the exclusive representative on behalf of the following employees in the City's employ in accordance with the designated jurisdiction of the said Union.

1. Department of Administration/Finance/Mayor's Office;
2. Department of Law (non-professional employees only);
3. Department of Fire (non-uniformed employees only);
4. Department of Police (non-uniformed employees only);
5. Department of Health and Human Services (except Rodent Control);
6. Department of Housing, Economic Development and Commerce;
7. Office of the City Clerk;
8. Office of the Tax Assessor.

B. Excluded from this unit shall be employees statutorily excluded by the New Jersey Employer-Employee Relations Act, those represented in other bargaining units, and all employees working less than twenty (20) hours per week.

C. It is agreed that employees who are transferred into departments or divisions for which Local 246 is not the exclusive representative shall cease to be members of Local 246 and shall become members of that union, if any, covering the employee in the department or division into which the employee has been reassigned.

### ARTICLE 2 MAINTENANCE OF STANDARDS

A. All conditions of employment contained in this Agreement relating to wages, hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained at not less than the standards now in effect, and the conditions of employment shall be modified wherever specific provisions for modification are made in this Agreement.

B. Proposed new rules or modification of existing rules governing working conditions as stated above, shall be negotiated with the Union before they are established.

**ARTICLE 3**  
**INCENTIVE SYSTEMS**

The City shall have the right to institute productivity incentive programs, provided that the Union is given notice and their right to negotiate. No employee's pay shall be diminished by the institution of any such program.

**ARTICLE 4**  
**UNION REPRESENTATIVES**

A. Authorized representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances and ascertaining whether or not this Agreement is being observed. When the Union decides to have its representatives enter City facilities or premises, it shall notify the appropriate City representative. Upon entering the facility or premises, notice shall be given within a reasonable time, and there shall be no interference with the normal operations of the business of the City government, or normal duties of employees.

B. When the parties mutually determine that a negotiation session shall be scheduled during the work day, authorized Union negotiating committee members, not to exceed four (4), shall be excused from their normal duties and shall suffer no loss in regular pay thereby.

C. Two (2) members of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees. Any employee attending such meeting or Legislative Session shall provide written proof of attendance upon his/her return to work.

D. Elected officers and Union delegates, not to exceed three (3), shall be granted time off to attend local meetings and caucuses and the League of Municipalities Convention, provided operation of the various Departments is not impeded by the granting of such request.

E. The President of the Union or his designee, although his primary obligation shall be to his job, shall be given reasonable time off from his normal duties to pursue Union business on behalf of members of the bargaining unit. The Union President shall first report to his Division or Department Director.

**ARTICLE 5. PART A**  
**RETIREMENT AND TERMINAL LEAVE-INCUMBENT EMPLOYEES**

A. Employees shall retain all pension rights under the Ordinances of the City of Jersey City and the laws of the State of New Jersey.

B. Members of the bargaining unit who retire on a currently paid, or deferred, pension under the Employees' Retirement System of Jersey City (ERS) or the Public Employees' Retirement System (PERS), shall receive a mandatory lump sum cash payment in lieu of time off

for unused vacation time, unused sick time and unused personal time, in accordance with the conditions set forth below.

1. Beginning on the date of execution of this Agreement, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave.

2. In the event an employee suffers a bona fide long term illness and has attained ten (10) years of service in the employ of the City prior to incurring such illness, he may apply to the review committee to restore up to thirty (30) days of sick leave used thereby, if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. The Committee shall consider the length and merit of service in reaching a decision. If the committee members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and his decision shall be binding. Long term "bona fide" illness shall mean only those illnesses or injuries that result in use of forty-five (45) consecutive sick days.

C. In the event an employee eligible for retirement dies prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee, The phrase "eligible for retirement" means only those employees who have attained ten (10) or more years of credited service in either the ERS or PERS pension systems.

D. In the event of death, all unused sick time, for the year of death only shall be prorated, inclusive through the month of death, and shall be paid to the estate for an employee not eligible for retirement

E. All vacation time not granted an employee shall be paid to the estate in the event of his death, to include vacation time for the year of his death.

**ARTICLE 5. PART B**  
**RETIREMENT AND TERMINAL LEAVE - NEW HIRES**

Notwithstanding anything contained in this Agreement to the contrary, the following Retirement and Terminal Leave Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining unit after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits employed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Retirement and Terminal Leave for new hires employed after November 26, 1991 shall be as provided in Article V, Part A except Paragraph B.1 is amended to read as follows:

B.1 Sick leave payment shall be calculated at fifty (50%) percent of all unused sick leave days between 1 (one) through 150 (one-hundred fifty) days and sixty (60%) percent for all unused sick leave days above 150 (one-hundred fifty) days.

In all other respects the terms and conditions of Retirement and Terminal Leave for incumbent employees shall apply to employees hired into this unit after November 26, 1991.

**ARTICLE 6**  
**EXTRA CONTRACT AGREEMENTS**

The City agrees not to enter into any other agreement or contract with its employees, as defined in Article I of this Agreement, individually or collectively, which in any way conflicts with the terms, intent and provisions of this Agreement.

**ARTICLE 7**  
**NON-DISCRIMINATION**

A. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or in refraining from activity on behalf of the Union.

**ARTICLE 8**  
**LEAVE OF ABSENCE**

A. The City, in its sole and exclusive discretion, may grant the privilege of an unpaid leave of absence for good cause to permanent employee for as period not to exceed six (6) months at any one time, provided that the employee has been employed by the City on as continuous basis for at least two (2) years. An employee who desires as leave of absence must submit as written request to his/her supervisor at least one (1) month prior to the beginning of the requested leave, setting forth (1) the reason for the leave of absence and (2) the reason for the length of the time requested. A leave of absence shall not be granted in order for an employee to work at another job, except if the other job is within the organization of the City of Jersey City. The phrase "organization of the City of Jersey City" does not include, and shall not be construed to include, autonomous agencies of the City of Jersey City. In the event an employee on leave of absence is found to be working at another job, the approval for the leave of absence shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.

B. Such leaves of absence may be renewed for good cause for an additional period not to exceed six (6) months upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole exclusive discretion of the City.

**ARTICLE 9**  
**MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of the State of New Jersey and of the United States, and the rules and regulations of the Civil Service Commission.

C. The City shall have the exclusive right to install and introduce any new or improved production methods, working conditions or facilities to maintain efficient operations. The City retains its inherent right to direct and control its working force personnel, to determine the number of employees required and to designate the types of positions it deems necessary to function properly. Prior to the implementation thereof, the City shall discuss the proposed changes with the Union.

#### ARTICLE 10 DISCIPLINARY ACTION

A. The City hereby agrees not to take disciplinary action against any employee except for just cause. In the event that a permanent employee is the subject of major discipline as defined by N.J.A.C. 4A:2-22, that employee shall have the right to a departmental hearing, and to appeal therefrom to the Merit System Review Board. If no appeal to the Merit System Review Board is available on jurisdictional grounds, then the matter may be appealed to arbitration by initiating as grievance at Step 4 of the Contractual Grievance Procedure in accordance with the terms thereof.

B. Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and, under usual circumstances, agrees to give the Union one (1) day's notice prior to the suspension of an employee.

#### ARTICLE 11 BEREAVEMENT LEAVE

A. In the event of a death in the eligible employee's immediate family the employee shall be entitled to time off with pay for a period of four (4) work days beginning from the day of death.

B. Immediate family, for purposes of this Article, shall be defined as follows; husband, wife, mother, father, son, daughter, stepchildren, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law.

C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse, or any relative residing in the employee's household, other than those relatives listed in paragraph B, above.

D. Reasonable verification of the event shall be required.

**ARTICLE 12**  
**MILITARY LEAVE**

A. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.

B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave. The Business Administrator will, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.

C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 180-day limit.

**ARTICLE 13**  
**BULLETIN BOARDS**

The City shall permit the installation of bulletin boards at the expense of the Union should the Union decide to use as bulletin board other than the one provided by the City the Director of the Department shall determine the exact locations and sizes of the boards to be installed.

**ARTICLE 14**  
**DUES CHECK-OFF REPRESENTATION FEE**

A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union cards, the same to be deemed authorization to deduct dues once as month, and shall remit the dues deducted to the Treasurer of the Union monthly.

B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15th) day of each month following the pay period in which the deductions were made.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City as copy of the resolution adopted by the Executive Board for the said increase in due prior to the effective date of an such change.

D. The Union will provide as copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union, prior to January 1 and July 1 of each year, as list of any employees requesting the termination of dues check-off.

F. Representation Fee.

1. Purpose of Fee. If any eligible member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee.

a. Notification. Prior to the beginning of each membership year, the Union will notify the City, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

b. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as the majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said; increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee.

(a) Notification. The City will notify the Union upon hiring each employee and the City will deduct from the salaries of such employees, in accordance with Paragraph b below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(b) Payroll Deduction Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Union during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

(c) Termination of Employment. If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from; the last paycheck paid to said employee during the membership year in question.

(d) Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership

dues to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

(e) Changes. The Union will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City receives said notice.

(f) New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of Paragraph 3a above.

4. Indemnification. The Union, in exchange for implementation of said Agency Shop, hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

## ARTICLE 15 HOURS AND OVERTIME

### A. Work Hours.

1. For all full-time blue collar employees, the regular work week shall consist of not more than forty (40) hours in any five (5) days, thirty-five (35) working hours and one (1) lunch period per day. All full time white collar employees shall have a work week of thirty-seven and one-half (37 ½) hours in any five (5) days, thirty-two and one-half (32 ½) working hours and one (1) one hour lunch period per day. All employees shall have two 15 minute coffee breaks per day, one in the morning and one in the afternoon but shall not be combined, carried over from day to day or used for any other purpose or consideration such as lateness, leaving early or otherwise. The time for the coffee breaks shall be determined and assigned by management and shall be subject to being changed at management's discretion.

2. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days.

3. Notwithstanding anything contained in this Agreement to the contrary, the following section shall apply to all those hired by the City into this bargaining unit after November 26, 1991, unless any employee was demoted or transferred from another City bargaining unit after November 26, 1991:

The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days. The City further reserves the right to place blue collar employees hired after November 26, 1991 on a schedule of any eight (8) consecutive hours in the workday, and to place white collar employees hired after November 26, 1991 on a schedule of any seven (7 ½) hours in the workday. If the City is unable to fulfill its operational and staffing requirements within a given

title with employees that were hired after November 26, 1991, additional employees within the required title will be assigned by the City in accordance with the following procedure:

(a) Employees holding the required title or job skills needed to perform the required work will be asked to volunteer for the altered work schedule and those employees that volunteer will be assigned in order of seniority.

(b) If the needed number of employees to be assigned to the altered work schedule exceeds the required amount from the request for volunteers, the City will assign those employees holding the required job title or job skill needed to perform the work based upon seniority,

(c) If the needed number of employees to be assigned to the altered work schedule does not result from the request for volunteers, the City will assign those employees holding the required title or job skills needed to perform the work based upon inverse seniority.

It is understood that if an employee with special skills is needed to perform required work during the alternate work schedule, the City will have the prerogative to assign that skilled employee without regard to seniority.

B. Housing Code Enforcement Unit Employees.

Notwithstanding anything contained herein above to the contrary, the City shall solicit and assign volunteers to work weekends, and after exhausting such volunteers, shall assign weekend work in reverse order of seniority to Housing Code Enforcement Unit employees.

1. (a) The regular work hours each day shall be consecutive except for interruption for lunch period and coffee breaks. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods and coffee breaks.

(b) Employees assigned to the field shall take their lunch break at or in the immediate vicinity of their work site. This shall not be interpreted so as to require the employee to work during his lunch period.

2. Except for emergency situations, work schedules shall not be changed unless the Union is notified of such intended change and the City and the Union agree to negotiate with regard to such change. Notice of any intended change shall be given the Union one (1) week prior to the intent to make such change. No unilateral implementation of changes in work schedules shall take place until the negotiations have resulted in true impasse.

C. Overtime.

1. Employees who are authorized to work in excess of their regularly scheduled work week shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours so worked beyond forty (40) shall be compensated at time and one-half, except Sunday which will be paid at double time (2x).

For purposes of determining "hours worked," vacation leave with pay, personal business days with pay, and paid holidays will count. All other time, whether with or without pay, shall not count as hours worked.

For purposes of determining the days of the week relative to the forty (40) hour threshold, the work week will start on Monday and end on Sunday.

2. Any employee who is required to work on a holiday shall receive triple time regardless of whether the forty (40) hour threshold is reached.

3. Employees who are required to work overtime for snow removal duty shall be compensated at double time for such duty regardless of whether the forty (40) hour threshold is reached.

4. Employees who are recalled on emergency work shall receive a minimum guarantee of four (4) hours at the appropriate overtime rate, provided, however, that the City shall have the right to retain the employee for the four (4) hours.

If the City, in its sole and exclusive discretion permits the recalled employee to return home prior to the expiration of the four (4) hour period, that employee shall not qualify for an additional four (4) hours of recall pay in the event another emergency call is received within the initial four (4) hour period which necessitates that employee's return to duty to attend to the emergency.

An employee who receives an emergency call at the end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employees who so delay shall be subject to disciplinary action.

5. Hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1827 hours for thirty-five (35) hours employees. Effective January 1, 1995 hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1957.5 hours for thirty-seven and one-half (37 ½) hour employees.

6. Overtime shall be awarded based upon a rotating seniority list within each unit and qualifications to do the particular job.

7. There shall be no compensatory time given in lieu of work that can be considered overtime.

8. The City shall distribute pay checks by 3:00 p.m. on pay day, barring any unusual circumstances. The City will notify the Union prior to scheduling overtime whenever possible.

9. Except in exigent circumstances, the City agrees to pay for overtime within two (2) weeks.

10. All changes in overtime pursuant to this Agreement shall be effective with the pay period following the date of execution hereof.

D. Shift Differential.

1. Employees who work on a shift schedule between 4:00 P.M. and 8:00 A.M. shall receive a differential for each hour between 4:00 P.M. and 8:00 A.M. of thirty cents (\$.30) per hour. In order to qualify for the shift differential, the employee's entire shift must have been worked between the hours of 4:00 P.M. and 8:00 A.M.

2. Effective January 1, 1997, employees who work on a shift that starts between 12:00 noon and 5:00 A.M. shall receive a differential for each hour of their shift of forty cents (\$.40) per hour. In order to qualify for the shift differential, the employee's shift must have started at a time between 12:00 noon and 5:00 A.M. It is understood that employees whose shifts start at 5:01 A.M. through 11:59 A.M. shall not receive shift differential for any hour of their shift.

**ARTICLE 16**  
**LONGEVITY**

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	200.00
After ten (10) years of service	400.00
After fifteen (15) years of service	600.00
After twenty (20) years of service	800.00
After twenty-five (25) years of service	1,000.00
After thirty (30) years of service	1,200.00

C. Any employee whose anniversary date falls prior to October 31 shall receive longevity credit for the entire year. If the anniversary date falls on or after November 1, the employee shall receive credit commencing the next January 1<sup>st</sup>.

**ARTICLE 17**  
**HOLIDAYS**

A. The following fourteen (14) days shall be recognized as paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
General Election (November) Day  
Veteran's Day  
Thanksgiving Day  
Friday alter Thanksgiving  
Christmas Day

B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fails on Sunday, the succeeding Monday shall be observed as the holiday.

C. Each of the fourteen (14) holidays shall only be recognized and paid as holidays for those employees who: (a) actually work on their work days immediately preceding and following the holiday; or (b) are on an approved annual leave day, personal business day, jury duty or bereavement leave; or (c) are on a paid sick day supported by a doctor's note; or (d) any combination of a, b, or c. Any other exceptions will result in a failure to be paid for the Holiday.

D. If an employee has a work week other than Monday through Friday and a holiday falls on the employee's regular day off, the employee shall be entitled to a compensatory day in lieu of the holiday. Such compensatory day is to be scheduled with the agreement of management.

E. Effective December 31, 1995, part-time nurses, will no longer receive holiday pay as part of a bi-weekly check. Instead, their amount of holiday pay will be calculated as follows:

(1) take the number of days worked per week and divide by the number of workdays per week; (2) take the result of calculation No. 1 and multiply by the length of the work day; (3) take the result of calculation No. 2 and multiply by the number of holidays provided; (4) take the result of calculation No. 3 and multiply by the portion of the year worked; (5) take the result of calculation No. 4 and multiply by the hourly pay rate in effect as of December of the prior calendar year.

Illustration: Part time nurse who worked 3 days per week, 6 hours per day, who took a three (3) month leave of absence and earns \$20.81 per hour as of January 1, 1997.

(1) 3 days worked per week divided by 5 in a work week = .6; (2) .6x 6 hours in a work day = 3.6; (3) 3.6 x 14 holidays per year = 50.4; (4) 50.4 x .75 (portion of year worked) = 37.8; (5) 37.8 x 20.21 (hourly rate as of December 31, 1996) = \$763.94.

F. Part-time nurses will receive a separate check for holiday pay during January of the succeeding calendar year. The hourly rate utilized in determining holiday pay will be the hourly rate in effect as of December 31 of the preceding calendar year.

G. Part-time nurses leaving the employ of the City will receive a prorated share of the Holiday Pay in a separate check. The prorated amount will be determined by the amount of full months worked in the year of departure.

**ARTICLE 18**  
**HEALTH AND SAFETY**

A. First Aid. The City will provide first aid equipment and necessary supplies in convenient and appropriate locations in all buildings and areas where employees are assigned to duty.

B. Vehicle Safety Conditions.

1. All vehicles and equipment shall conform to all safety conditions and State regulations. Said vehicles shall be in safe and operable condition. No employee shall operate any unsafe vehicle declared unsafe by Director of Automotive Services or his qualified representative.

2. It shall be the obligation of each employee to immediately report any damage or malfunction of the vehicle assigned to the employee to their immediate supervisor and/or the motor pool.

C. Sanitary Conditions. The City shall provide and maintain sanitary conditions in all facilities, including toilets, areas of employment and designated eating areas.

D. The City will make every effort to provide for the safety of its employees, and, at the discretion of the Department Director, or his designee will, where necessary, send two (2) employees into dangerous work situations.

E. When temperatures reach extremes which make it dangerous to employees health, employees shall be permitted to take a reasonable break for recuperative purposes at the discretion of the Director. Building closings under this paragraph shall be at the discretion of the Business Administrator of the City.

F. Uniforms.

1. Any employee required by management to wear a laboratory coat in the performance of duty shall be reimbursed on a voucher system up to \$50 per summer and \$50 per winter for a total of \$100 per year.

2. All employees who are provided the uniforms must report to work in proper uniform. Failure to wear the uniform may result in the employee not being permitted to work and being docked for the day.

3. All City supplied uniforms are to be turned in at severance for any reason.

4. a. Security guards will be provided by the City with two (2) sets of uniforms;

b. Field employees who are so designated by management will be provided with three (3) shirts and three (3) pants every two (2) years and a winter jacket every three (3) years;

c. Bailiffs shall continue the current practice of having uniforms supplied by the City.

5. Effective and retroactive to January 1, 2006, and payable in January of each year, each employee required to wear a uniform will receive a clothing maintenance allowance of seventy-five (\$75.00) dollars per year. In order to receive the clothing maintenance allowance, an employee must be actively on the payroll as of the January 1 of the year in which the allowance is being paid except that employees who have been on a leave of absence, extended sick leave, and/or sick-no-pay, absent-no-pay, or any combination thereof, (excluding statutory leaves and workers compensation injury) for a period of time, that in the aggregate, exceeds ninety (90) work days during the calendar year preceding the January 1 on which the uniform allowance is being paid, shall not be entitled to that full uniform allowance payment even if actively on the payroll on January 1 but shall have their uniform allowance prorated based on each full month they have been actively at work during the preceding calendar year.

6. The uniform allowance for nurses will be one-hundred thirty five dollars (\$135.00) per year.

#### ARTICLE 19 SENIORITY

A. Seniority is defined as an employee's total length of service with the employer beginning with his date of hire.

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of drawing by lot.

C. One (1) seniority list shall be established for each work unit and another seniority list shall be established for the entire bargaining unit. Work unit as utilized in this Article shall be defined to mean a group of employees who are qualified and experienced to perform specific tasks, e.g. tree maintenance vs. field maintenance vs. park maintenance. Each list shall be subject to approval by the Union.

1. In cases of layoffs and demotions, the bargaining unit seniority list shall be utilized as one factor, along with ability to perform any job titles.

2. Vacation schedules shall be arranged in accordance with the work unit seniority list.

D. Employees shall be permitted to bid for changes of work shift, when an individual vacancy arises within the work unit. Management shall have the final decision regarding such changes, after giving consideration to seniority as one of the factors to be considered.

#### ARTICLE 20 CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provisions of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing to open negotiations on the matters in issue. Any

modification resulting from negotiations shall be reduced to writing and made a part of this Agreement.

**ARTICLE 21**  
**PERSONAL DAYS**

A. Effective January 1, 2010, each employee in the bargaining unit shall be entitled to three (3) personal business days per annum, which shall accumulate for the next succeeding year only in accordance with the current practice for accumulating vacation.

B. No employee shall be entitled to accumulate or utilize these days until they have completed six (6) months of service with the City.

**ARTICLE 22**  
**NO STRIKE PLEDGE**

A. The union covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the employer.

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the employer.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

**ARTICLE 23**  
**NON-CONTRACTUAL GRIEVANCE PROCEDURE**

A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as an observer at any hearing on the individual's grievance.

B. Definition. The term "grievance" used herein means any controversy arising over the application of City policies or administrative decisions to the terms and conditions of employment of employees covered by this Agreement.

C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving non-contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One.

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance. A failure to render a timely decision in writing shall constitute a denial of the grievance.

2. Step Two.

(a) In the event the grievance has not been resolved through Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. A failure to render a timely decision in writing shall constitute a denial of the grievance. The decision of the Business Administrator shall be final, as to this procedure, and shall not be subject to arbitration. The Union reserves whatever other rights of appeal it may have.

**ARTICLE 24**  
**CONTRACTUAL GRIEVANCE PROCEDURE**

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present, as an observer at any hearing on the individual's grievance.

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the specific and express written terms of this Agreement.

C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One.

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. The grievance shall state the specific contract provision or policy that is alleged to have been violated, the name of the grievant, the nature of the claimed loss, and the remedy sought. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance. A failure to render a timely decision in writing shall constitute a denial of the grievance.

2. Step Two.

(a) In the event the grievance has not been resolved through Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. A failure to render a timely decision in writing shall constitute a denial of the grievance.

3. Step Three.

(a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the P.E.R.C. Failure to file the request for arbitration with P.E.R.C. within the ten (10) day period shall constitute an abandonment of the grievance.

(b) However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Union shall pay all costs incurred by the City in processing the matter to arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. Any award rendered by an Arbitrator shall be subject to de novo review by the Courts and shall be upheld only if there was clear and convincing evidence in the record before the Arbitrator in support of the award.

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on all parties.

D. Miscellaneous Provisions.

1. The Union President, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union.

**ARTICLE 25. PART A**  
**VACATIONS - INCUMBENTS**

A. All permanent employees shall be entitled to the following vacations:

<u>Amounts of Service</u>	<u>Vacation Days</u>
Up to the end of the 1st calendar year of employment	1 working day for each month
1 <sup>st</sup> full calendar year of service	12 working days
2 to 5 years of service	17 working days
6 to 10 years of service	20 working days
11 to 15 years of service	25 working days
16 years and over	30 working days

B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days only.

C. Vacation time not granted employees shall accumulate for the next succeeding year only.

D. Upon request at the end of each calendar year, the City shall notify the employee of the number of vacation days the employee has due.

E. Effective January 1, 2003, in any calendar year, employees shall be entitled to use not more than five (5) working days of vacation as half vacation days.

F. All references to vacation time in 'Days' relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 15(A) above. It is understood that any alteration of the work day shall require a recalculation of vacation time.

**ARTICLE 25. PART B**  
**VACATIONS – NEW HIRES BETWEEN NOVEMBER 26, 1991**  
**AND DECEMBER 31, 1996**

Notwithstanding anything contained in this Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Vacations for new hires employed between November 26, 1991 and December 31, 1996 shall be as follows:

A. The following vacation schedule shall apply for those hired into this unit between November 26, 1991 and December 31, 1996.

Amount of Service

Up to end of 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 yrs. of service	15 days
6 to 10 yrs of service	18 days
11 to 15 yrs. of service	22 days
16 and greater yrs. of service	25 days

B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hired into this unit between November 26, 1991 and December 31, 1996.

**Article 25. Part C**  
**VACATIONS -NEW HIRES AFTER DECEMBER 31, 1996**

Notwithstanding anything contained in this Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining unit after December 31, 1996, provided that any employee demoted or transferred from other City bargaining units after December 31, 1996, who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit,

Vacations for new hires employed after December 31, 1996 shall be as follows:

A. The following vacation schedule shall apply for those hired into this unit after December 31, 1996:

**Amount of Service**

Up to end of 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 yrs. of service	13 days
6 to 10 yrs of service	15 days
11 to 15 yrs. of service	18 days
16 and greater yrs. of service	20 days

B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hired into this unit after December 31, 1996.

**ARTICLE 26**  
**SICK LEAVE**

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. **Amount Sick Leave.**

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.

2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.

3. The City at the end of each calendar year shall notify the employee of the number of sick days the employee has remaining after deducting sick days used and determining the accumulation of same.

4. All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment, not to exceed ten (10) work days, and then ten (10) working days for each calendar year thereafter.

5. Paragraph 2 and 3 of this Section B shall apply to permanent and temporary employees.

C. Reporting of Absence on Sick Leave.

1. If any employee is absent for reasons that entitle him to sick leave, the employee's Division Director or his designee shall be notified by the employee within thirty (30) minutes after starting time. Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day and constitute cause for disciplinary action.

2. Absence without notice or absence without authorized leave for five (5) consecutive days shall constitute a resignation.

3. Employees on sick leave for a duration of one (1) or more consecutive work days through ten (10) consecutive work days must notify their Division Director, or his designee, on a daily basis. After exceeding ten (10) consecutive work days on sick leave, an employee must notify their Division Director, or his designee, on every Monday (or Tuesday if Monday is a holiday) as to their continuance of sick leave.

D. Verification of Sick Leave.

1. An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above cause for disciplinary action under the guidelines herein set forth. The City shall have the right to direct an employee on sick leave to its medical provider for physical examination.

3. Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed and proof of same shall be obtained by the City from the Department of Health. Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.

4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and that the employee's return to duty will not jeopardize the health of other employees.

#### ARTICLE 27 PROMOTIONAL ANNOUNCEMENTS

- A. Notice of examinations for promotional jobs or promotions shall be posted on all bulletin boards, and a copy shall be forwarded to the Union President.
- B. Promotions shall be made in accordance with Civil Service Law.
- C. Examinations shall be conducted in accordance with Civil Service procedures.

#### ARTICLE 28 OUT-OF-TITLE AND TEMPORARY APPOINTMENTS

A. Out-of-Title Work. Where an employee is assigned to perform the duties of a higher classified position for a period of short duration, that employee shall be considered in an "out-of-title" capacity, and shall receive an additional five dollars (\$5.00) for each full day of such "out-of-title" service. In order to qualify for "out-of-title" pay, the employee's division director or his or her designee must assign and approve the higher title work prior to performance of such work.

#### ARTICLE 29 INSURANCE, HEALTH AND WELFARE

A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth.

- 1) Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans offered at the time of the effective date of this Agreement at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan, or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than June 30, 2010.
- 2) All Employees in the Bargaining Unit who were on the payroll as of the date of contract ratification shall receive a payment of two thousand dollars (\$2,000.00) even though the payment of the two thousand dollars (\$2,000.00) is deferred as follows. The first one thousand dollars (\$1,000.00) shall be paid not later than June 17, 2010. The second one thousand dollars (\$1,000.00) shall be paid not later than December 16,

2010. These payments are in consideration for all employees in the Unit leaving Traditional Coverage by July 1, 2010.

B. The City shall provide life insurance in the amount of fifteen thousand dollars (\$15,000.00) and accidental death and dismemberment insurance in the amount of fifteen thousand dollars (\$15,000.00) for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to ten thousand dollars (\$10,000.00).

C. Hospitalization. The City reserves its right to change the insurance carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change.

D. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death, or property damage, arising out of or in the course of their employment, and the City shall pay and satisfy all judgments, against said employees from such claims.

E. Effective June 1, 2010, the City will provide a prescription drug plan with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$4.50 in co-pay.
Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$13.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1000.00.	\$50.00 mail order co-pay per thirty day supply on each prescription that costs over \$1000.00. (Total ninety (90) day mail order would amount to \$150.00 in co-pay.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that

drug is over \$1000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

F. The following with respect to dependent coverage will apply to employees hired into this bargaining unit on or after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units on or after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit will not lose prescription coverage for their dependents provided the employee's dependents were covered by the City's prescription plan prior to the employee becoming a member of this bargaining unit:

1. The City will provide a prescription plan for employees only in accordance with the terms of this Article.
2. No coverage will be provided at the City's expense on behalf of dependents of the employee.

G. 1. The City will provide an optical plan to employees and their dependants to a maximum reimbursement of one-hundred dollars (\$100.00) per year.

2. Only those employees submitting a request for reimbursement within ninety (90) calendar days of receipt of the service shall be eligible for reimbursement.

H. The City will maintain the current dental program for the life of this Agreement for all employees, that is coverage for employees and their dependents.

I. Employees who retire on or before February 1, 2011, who are eligible to receive medical and prescription benefits in retirement shall contribute the same amount in deductibles, contributions and prescription co-pays as they did on the date immediately preceding the date of their retirement.

Thereafter, when increases in deductibles, contributions, and prescription co-pays are negotiated for active employees during any future contract negotiations, retirees who retired after February 1, 2011 shall be responsible for their then current payment on deductibles, contributions and prescription co-pays plus 54% of any increases that may be negotiated for active employees in the future.

J. Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year.

### ARTICLE 30 WAGES

A. Wage rates and salaries for all full time employees within the bargaining unit shall be paid in accordance with the following schedule:

1. Effective July 1, 2008, employees shall receive a wage increase in the amount of One Thousand dollars (\$ 1,000.00) applied to the base rate earned on June 30, 2008.

2. Effective July 1, 2009, employees shall receive a wage increase in the amount of one- thousand dollars (\$1,000.00) applied to the base rate earned on June 30,, 2009:

3. Effective July 1, 2010, employees shall receive a wage increase in the amount of one- thousand dollars (\$1,000.00) applied to the base rate earned on June 30, 2010

4. Wage increases for pad time employees shall be pro rated in accordance with existing past practice.

B. If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise.

C. If an employee is on extended leave, his check may be mailed upon written authorization from the employee.

D. Any error in an employee's paycheck of one day's pay or more shall be corrected by a supplemental check within eight (8) days.

E. 1. The City will conduct a study to determine the feasibility of instituting a wage progression schedule which would include a minimum, incremental steps, and maximums. The results of the study will be discussed with the Union.

2. The City agrees to form a committee which will study the inequities of the present minimum/maximum salary structure. The committee will be responsible for making recommendations toward solving the inequities therein.

3. The results of the studies to be conducted by the City under this Article shall be discussed with the Union within six (6) months of the date of this Agreement.

F. 1. Wage Increases. The wage increases set forth in this contract shall only be paid to those Local 246 employees on the payroll on the effective date of any wage increase provided for in this agreement. Any employee who is promoted to a JCSA position, or who moves to a position represented by Local 245 shall be entitled only to the raise set forth in this Agreement during the twelve (12) months following the effective date of any raise set forth herein. Employees who have retired from a Local 246 recognized title on current paid or deferred pensions, shall be paid any wage increase provided for in this agreement that is effective before their retirement date.

G. For all nurses, hourly rates of pay shall be as set forth in the following guide:

	<u>7/1/2008</u>	<u>7/1/2009</u>	<u>7/1/2010</u>
Full Time Nurses	\$26.74	\$27.25	\$27.76
Part Time Nurses			
0-5 Years Completed	\$27.96	\$28.47	\$28.98

6-10 Years Completed	\$28.18	\$28.69	\$29.20
11-15 Years Completed	\$28.41	\$28.92	\$29.43
16+ Years	\$28.64	\$29.15	\$29.66
L.P.N.	\$17.57	\$18.08	\$18.59

**ARTICLE 31**  
**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations

**ARTICLE 32**  
**SAVINGS CLAUSE**

If any provision of this Agreement is found to be invalid by Legislation, by a Court or Administrative Agency, of competent authority, it shall be deleted from the contract, and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

**ARTICLE 33**  
**TRANSPORTATION EXPENSE REIMBURSEMENT**

Reimbursement for transportation expenses under the increased rates provided for in Sections A, B, C, and D of this Article, shall be effective on January 1, 2007. Reimbursement rates through December 2006 will be those rates contained in the previous contract covering the period July 1, 2002 through June 30, 2005. Reimbursement will only be made on a monthly basis, provided that signed vouchers by the Department Director accompany the requests.

A. Six Dollars and Sixty Cents (\$6.60) a Day.

1. Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle the employee makes less than six (6) stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. The above rate maybe combined with the rate of Twelve Dollars and Fifty Cents (\$12.50) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

B. Thirteen Dollars and Seventy-Five Cents (\$13.75) a day.

1. Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle

the employee makes six (6) or more stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. This rate may be combined with the rate of Six Dollars and Sixty Cents (\$6.60) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

C. One Hundred and Thirty -Two Dollars (\$132.00) Per Month.

1. Employees whose job require that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City Business and that when they use their vehicle the employee makes six (6) or less stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of One Hundred and Thirty-Two Dollars (\$132.00) a month. Only those employees included in the Department Director's list of authorized personnel shall be eligible for the One Hundred and Thirty-Two Dollar (\$132.00) monthly reimbursement.

3. Daily deductions in the amount of \$6.60 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.

4. Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each Department.

D. Two Hundred and Seventy-Five Dollars (\$275.00) Per Month.

1. Employees whose job require that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City business and that when they use their vehicle the employee makes seven or more stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the department Director and the Business Administrator.

2. Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of Two Hundred and Fifty Seventy-Five Dollars (\$275.00) a month. Only those employees included in the Department Director's list of

authorized personnel shall be eligible for the Two Hundred and Seventy-Five Dollar (\$275.00) monthly reimbursement.

3. Daily deductions in the amount of \$13.75 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.

4. Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each Department.

#### **ARTICLE 34**

#### **POLICE DEPARTMENT EMPLOYEES WORKING ROTATING SHIFT SCHEDULES**

A. For the purpose of this Article, "Employees" are those who work in the following areas of the Department of Police and also work a rotating shift schedule (5-2, 5-3, or 5-2, 5-2, 4-3):

- (1) Communications Center
- (2) Closed Circuit Television Unit
- (3) Bureau of Criminal Investigation
- (4) Criminal Justice Information System

Other areas may be added as changes in the operation are effectuated.

B. Work Week & Overtime.

Employees shall work the following schedule based upon a five (5) day on/two day off-five day on/three (3) day off or a five (5) day on/two (2) day off-5 day on/two (2) day off-(4)four day on/three day off rotation. The shifts are:

Six-fifty (6:50) A.M. to Three (3:00) P.M.  
Two-fifty (2:50) P.M. to Eleven (11:00) P.M.  
Ten-fifty (10:50) P.M. to Seven (7:00)

Effective January 1, 2010, at Managements' discretion, Call Takers may be assigned to a shift from Five-Fifty (5:50) P.M. to Two (2:00) A.M.

Notwithstanding the times set forth above, the shift start times for Call Takers and Dispatchers shall be staggered to take effect thirty (30) minutes apart.

This schedule will be used to accomplish the twenty-four (24) hour per day, seven (7) days per week uninterrupted service required within this work unit. All other provisions regarding over-time as set forth in Article 15 (Paragraph B) only shall be applicable to these employees as well.

By virtue of working this schedule, employees are deemed to be on a forty (40) hour per week schedule, whose hourly rate is determined by using a divisor of 2088 hours.

When Overtime is required, those employees who are currently on the shift will be asked first; a Voluntary List will be utilized. If stations are not fully manned, overtime becomes mandatory for those on current shift, with the least senior person first, next senior person second, etc. on a rotating basis. No one shall be required to work a triple shift,

C. Lunch.

Lunch will be Forty (40) Minutes.

D. Mutual Swaps.

Effective January 1, 2010, Mutual Swaps will be limited to twelve (12) per year.

Swaps to be reimbursed within one (1) month of each swap. A Three (3) Day Notice will be required on all swaps, indicating when Swap will be paid back. All Swaps must be approved by (Communication bureau Commander).

E. Call In.

Employees will be required to call in exceptions (Sick and Personal Days) at least four (4) hours prior to starting time. Employees will be required to call in single-use vacation days at least twenty four (24) hours in advance. Compensatory days shall be mutually scheduled between Management and the Employee.

F. Holidays.

Holidays for employees will be those set forth in Article 17, Paragraph A and Paragraph d only. If a Holiday falls on a regularly scheduled workday, and the employee is required to work on that day, the employee shall receive double time for that day. If an employee is required to work on a Holiday that is that employee's regular day off, the employee will receive triple time for that day. For the purpose of this Article, Holidays to be paid is the actual day of the Holiday even if it falls on a Saturday or Sunday.

G. Personal Days and Comp Days.

Personal Days are not to be used consecutively and not to be used the day before or the day after a Holiday, Vacation, etc.

H. Vacations.

All Vacation requests are to be submitted by April 15th, and will be given a choice according to seniority. Everyone may ask for two (2) weeks in the Summer Season (June 15 to September 15).

I. Notification.

Employees will supply valid working telephone numbers and addresses to their appropriate Supervisors and must report in writing, any arrest or summons issued in lieu of arrest (except M.V. Violations) upon reporting for duty immediately following the incident.

J. All current provisional and new employees will be given training, on the job or otherwise, within the discretion of the City.

Employees will be evaluated and given no more than two chances to pass an evaluation test to be given by the City.

Successful completion of training and evaluation testing is required for employees continued employment and subsequent eligibility for permanent employment.

This Article is subject to reopening at such time as the Unified Communications Center is created and becomes operational.

**ARTICLE 35**  
**FIRE DEPARTMENT DISPATCHERS**

1. The work week for Fire Dispatchers will consist of 33.6 hours per week over a five (5) week cycle. The cycle will begin with a ten (10) hour shift commencing at 8:00 A.M. and ending at 6:00 P.M.; on day two, the shift will be fourteen (14) hours and commences at 6:00 P.M. and ends at 8:00 A.M. Days three, four and five will be days off and then the schedule repeats itself, etc. Beginning on or about November 1, 2006, the City will implement experimental shift changes for a period of not less than 12 months, with the experimental shifts to begin at 7:00 AM and to end at 5:00 P.M. and to begin at 5:00 PM and to end at 7:00 AM. At the expiration of the 12 month experimental period, the City may, within its sole discretion, continue the shift changes or restore the original shifts.

2. Vacation.

(a) Provisionally/temporarily employed dispatchers shall receive 67.5 hours of vacation in each calendar year.

(b) Permanently employed dispatchers hired before December 31, 1996 shall be entitled to the following hours of vacation:

Amount of Service:

Up to end of 1st calendar year	6.75 per month
Next full calendar year	81.
2 to 5 years of service	101.
6 to 10 years of service	121.5
11 to 15 years of service	148.5
16 and greater years of service	169.

(c) Permanently employed dispatchers hired after December 31, 1996 shall be entitled to the following hours of vacation, except that no permanently employed dispatcher shall have his or her vacation reduced in any calendar year to an amount of hours that is less than the amount of vacation hours allowed for that employee in calendar year 2002:

Amount of Service:

Up to end of 1 calendar year	6.75/per month
Next full calendar year	81.0
2 to 5 years of service	88.0
6 to 10 years of service	101.0
11 to 15 years of service	121.5
16 and greater years of service	135.0

3. Sick Leave.

All permanently employed dispatchers shall be entitled to 6.75 hours for each month of the first calendar year of employment and 101.00 hours in each calendar year thereafter.

All provisionally/temporarily employed dispatchers shall be entitled to 6.75 hours for each month of the first calendar year of employment not to exceed 67.5 hours and then 67.5 hours for each calendar year thereafter.

4. Personal Business Days.

Effective January 1, 2010 each dispatcher shall be entitled to 20.25 hours off per annum. No dispatcher shall be entitled to accumulate or utilize personal business hours until they have completed one (1) year of service with the City.

5. Holiday Pay.

In lieu of time off for holidays each dispatcher shall receive 94.5 hours at straight time rate of pay in cash payable in the first pay period in July of each calendar year.

6. Overtime.

All hours worked in excess of 184 hours in any five (5) week cycle shall be paid at time and one-half rate of pay. No overtime rate of pay shall apply to any hours worked in any five (5) week cycle until the 184 hours minimum is exceeded. "Hours worked" is defined in Article 15, Section C. 1. of the contract.

When overtime is required, those Fire Dispatchers who are currently on the shift will be asked first. Next, a voluntary list will be established for those Fire Dispatchers willing to work overtime and will be utilized. If, after utilizing these two options, the shift is not manned, overtime will become mandatory for those on the current shift, with the least senior person first, second least senior next etc. on a rotating basis. No one shall be required to work a triple shift.

7. Holidays.

If on a particular shift a dispatcher is absent for any reason, management may, within its sole discretion, call in a replacement dispatcher. If no dispatcher is available on a call-in basis, dispatchers who worked the immediately preceding shift will be held over to maintain that level of staffing that in the opinion of management is adequate.

8. Call in.

Employees will be required to call in exceptions (sick and personal business days) at least four (4) hours prior to the starting time of their shift. Employees will be required to call in single-use vacation days at least twenty four (24) hours in advance. Compensatory days shall be mutually scheduled between Management and the Employee.

9. Shift Differential.

Will not be applicable to Fire Dispatchers.

10. Uniforms.

Will be provided by the City.

11. All Fire Dispatchers hired on or after June 3, 1998 will start at an annual salary of \$22,500.00.

This Article is subject to reopening at such time as the Unified Communications Center is created and becomes operational.

**ARTICLE 36**  
**MISCELLANEOUS**

A. In the event an employee is suspended as a result of disciplinary action, the Union shall be forthwith notified of said action. No employee shall be disciplined except for just cause.

B. Part-time employees (those employees working twenty (20) hours or over) shall receive hospitalization, life insurance and a pro-rata share of monetary increases mandated by this Agreement.

C. The City agrees to pay for special licenses required for driving certain vehicles.

D. The City and the Union will share equally in the cost of the printing of contracts. The Union guarantees fifty (50) copies of the contract to be supplied to the City.

E. All personnel information as permitted by law will be available to members of the bargaining unit upon prior notice to the Personnel Department.

F. Municipal Court Clerks shall continue to work court hours on court nights in lieu of their regular shift on those days.

G. The City shall not be required to augment the funds provided under any grant program in order to fund salary increases provided under this Agreement. Any increases provided to such employees shall be funded only to the extent possible with funds available through the grant program.

H. The City and Union agree to jointly study the feasibility of instituting a self-supporting disability program.

I. In full settlement of any claim resulting from the former language contained in Article 26, Paragraph D, the City hereby agrees to provide a single lump sum payment of seven thousand five hundred dollars (\$7,500.00) to Local 246 in exchange for the release as previously executed regarding the settlement of said dispute.

**ARTICLE 37**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of July 1, 2008 and shall remain in effect to and including June 30, 2011 without any reopening date subject to the language set forth in Articles 34 and 35 with respect to reopening.

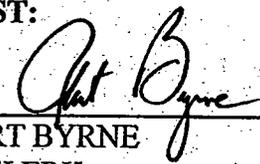
This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about April 1, 2011.

WITNESS

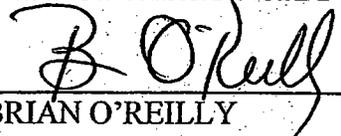
JERSEY CITY PUBLIC EMPLOYEES,  
INC., LOCAL 246

  
\_\_\_\_\_  
H.K. CAROL, PRESIDENT

ATTEST:

  
\_\_\_\_\_  
ROBERT BYRNE  
CITY CLERK

CITY OF JERSEY CITY

  
\_\_\_\_\_  
BRIAN O'REILLY  
BUSINESS ADMINISTRATOR

DATED:

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

City Clerk File No. Res. 10-142

Agenda No. 10.M

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

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIREFIGHTERS ASSOCIATION OF THE JERSEY CITY LOCAL 1066, AFL-CIO, CL**

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

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Firefighters Association of Jersey City Local, 1066, AFL-CIO, CLC; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached tentative agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the tentative agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Firefighters Association of Jersey Local 1066, AFL, CIO. CLC is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached tentative agreement.

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

APPROVED AS TO LEGAL FORM

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

*[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

COUNCILPERSON	AY
SOTTOLANO	
DONNELLY	
LOPEZ	

✓ Indicates Vote

AYE	NAY	N.V.

✓ -Not Voting (Abstain)

**WITHDRAWN**

Adopted at a meeting

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY  
- AND -  
JERSEY CITY UNIFORMED FIRE FIGHTERS ASSOCIATION  
LOCAL 1066, I.A.F.F., AFL-CIO, CLC**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Uniformed Fire Fighters Association, Local 1066, I.A.F.F., AFL-CIO, CLC ("Local 1066") have agreed constitute the successor Agreement between the City and Local 1066 for the period of January 1, 2009 through December 31, 2012 (the "Agreement"): Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City

Except as modified herein, the existing terms and conditions set forth in the 2006 through 2008 Local 1066 Agreement shall remain in full force and effect.

This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 1066.

**Article 1 - Recognition**

**Delete Paragraph F**

**Article 3 - Union Privileges**

**D. Two (2) Fire Fighters of the Union will be granted time off to attend State and local legislative sessions, provided no other provision of this Agreement is violated by this action. Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.**

**F. Up to three (3) Fire Fighters will be released from normal duties for such negotiations sessions as are mutually scheduled and will suffer no loss of regular pay thereby.**

**G. DELETE CURRENT LANGUAGE AND SUBSTITUTE:**

The President of the Union and his/her designee(s) shall be granted flexible time arrangements on a staff schedule (otherwise referred to as: "flex time"), in accordance with the provisions of Article 9(E), in performing his/her assigned UFFA duties and functions, and except in emergencies shall be entitled to administer the provisions of this Agreement. At the request of the Fire Director, the UFFA President and his/her designees shall supply the Fire Director with the hours worked. This provision shall be limited to a maximum of two (2) firefighters who are on active duty.

L. A marked car will be granted the Union to be used for said services, at the discretion of the Director of Fire, only if it is an instate funeral.

New Paragraph T.

#### Article 5 - Dues Deduction

New Paragraph E. - Should the Union request the City take out additional dues during either both or one (1) of the non-pension pay periods they will be granted such a request provided a written request signed by the President of the Union with at least a forty-five (45) day notice.

#### Article 9 - Work Week

D.2. The work schedule for all Fire Fighters assigned to the Arson Investigating Unit will be determined by the Jersey City Fire Department based upon staffing needs to be either twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by twenty-four (24) hours on duty, or, eight (8) hours a day for five (5) consecutive days (Monday through Friday). In the event that the Jersey City Fire Department decides to change the work schedule for a Fire Fighter assigned to the Arson Investigating Unit from the twenty-four (24) hour on duty schedule to the eight (8) hour on duty schedule, the Jersey City Fire Department will provide the Fire Fighter in question, as well as the Union, thirty (30) days notice in advance of such change.

New Paragraph E. Flex hours - The Chief of the Jersey City Fire Department and/or the Director of the Jersey City Fire Department will, in their discretion, assign flex hours to accommodate the special needs of various staff assignments, school/special projects, etc., notwithstanding the provisions of Article 9(B), and, prior to such accommodations, will notify the union.

#### Article 10 - Vacations

Effective January 1, 2010, A.2. will be revised in accordance with the attached vacation schedule prepared by Local 1066 and labeled as Exhibit B to Local 1066's proposals. It is understood that during the calendar year 2010 only,

the additional vacation days afforded under the revised schedule set forth herein shall be utilized as compensatory days in accordance with Article 21 of this Agreement. For purposes of implementing the additional day(s) in 2010 only, one vacation day shall equal one ten (10) hour day shift and one fourteen (14) hour night shift , and this compensatory time must be used by December 31, 2010.

Delete – (h) regarding ½ vacation days

**Article 11 - Insurance & Benefits**

A. No Change

B. No Change

New Paragraph C.1. Hospitalization - Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans offered at the time of the effective date of this Agreement at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan, or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than July 1, 2010.

New Paragraph C.2. The City reserves its right to change the carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change. In the event the City decides to change insurance carriers, it will provide notice of the change to the Union and a comparison of benefits at least thirty (30) days prior to the implementation of the change.

D. No Change

E. No Change

F. No Change

G. Prescription Plan

Effective July 1, 2010, the City will provide a prescription drug plan with the following co-pays:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.

<b>Brand Drugs</b>	<b>\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.</b>	<b>\$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.</b>
<b>Effective January 1, 2011, prescriptions that cost over \$1,000.</b>	<b>\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1,000.</b>	<b>\$50.00 mail order co-pay per thirty day supply prescriptions on prescriptions that cost over \$1,000. Total ninety (90) day mail order would amount to \$150.00 in co-pay.</b>

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over one thousand dollars (\$1,000) in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

**H.1. Dental Plan** The City will continue to provide the currently effective dental benefit program, both open and closed dental plans. The dental benefit CAP for the open plan is two thousand dollars (\$2,000).

**H.2. Retired Employees** - The City shall offer retirees an option to enter the open dental plan, at the retiree's own expense. Retirees may enroll upon retiring or during the open enrollment period.

**H.3.** Any retiree who enrolled in the closed plan prior to the 1<sup>st</sup> of January, 2010, may continue in that plan upon renewal. However, this plan will no longer be made available to employees on or subsequent to the 1<sup>st</sup> of January, 2010. Any retiree who is in the closed plan may opt into the open plan during the open enrollment period. Should the insurance carrier at any time opt to terminate the closed plan, enrollees in the closed plan will have the option of moving into the open plan.

**I. No Change**

**J. No Change**

**K. No Change**

**L. No Change**

M. No Change

N. No Change

O. No Change

**New Paragraph P. Retirees and their eligible dependents will be provided with health care coverage and prescription coverage under the following conditions:**

Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments.

**New Paragraph Q. The City will pay the cost of health coverage, which includes health insurance and the prescription drug plan as set forth in Section G above, for all retirees and their eligible dependents so long as the retiree has retired from the City on a disability pension or has retired from the City after twenty-five (25) or more years service credit in the Police and Fire Retirement System. The City and the Union may agree to permit a retiree who does not meet the above requirements to participate in the City's health insurance and prescription drug plan at his/her own cost.**

**New Paragraph R. Each employee or retiree is responsible to notify the Office of Health Benefits immediately of any qualifying events regarding the group medical and dental plans.**

**A qualifying event is defined as the following:**

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65<sup>th</sup> Birthday

**Failure to immediately notify the Office of Health Benefits will subject the employee or retiree to loss of coverage and/or liability for costs incurred.**

#### **Article 12 - Uniforms And Uniform Maintenance**

**A. Effective January 1, 2010, Fire Fighters will be provided with a sum of one thousand dollars (\$1,000) clothing maintenance. The sum of five hundred dollars (\$500) will be paid on the first Thursday after the Council meeting in January and the additional five hundred dollars (\$500) will be paid on the first**

Thursday after the Council meeting in July for the duration of this agreement. All Fire Fighters will be required to supply their dress uniforms.

New Paragraph H. - Fire Fighters will be permitted to wear shorts and golf shirts during the summer period, i.e. "April 1<sup>st</sup> through October 31<sup>st</sup>", provided that the shorts and golf shirts are NFPA approved and are jointly approved by the City and the Union. These additional items shall be provided by the Fire Fighter as part of the clothing maintenance allowance set forth above.

**Article 13 - Mutual Exchanges of Tours of Duty**

E. Fire Fighters involved in mutual exchanges shall be limited to initiating four (4) mutual exchanges and four (4) pay backs during January through April, unlimited mutual exchanges during May through September and four (4) mutual exchanges and four (4) pay backs during October through December. Requests for mutual exchange of tours shall be in writing and shall specify the payback date and Fire Fighters are required to complete all such exchanges during each time frame as set forth in this paragraph. Any firefighter scheduled for formal training will not be permitted a mutual exchange during said period of training. Each of the mutual exchanges set forth above may consist of either a ten (10) hour day shift or a fourteen (14) hour night shift, however each shall constitute a full exchange or pay back within the four (4) permitted above.

**Article 17 - Permanent Assignment**

M. Effective January 1, 2010, Fire Fighters will be assigned to the CBRNE Vessel through the Bidding System as promulgated in consultation with the Office of the Chief of the Jersey City Fire Department.

**Article 19 - Military Leave**

Delete in its entirety and insert:

- A. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave. The Director will, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.
- C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 180-

day limit.

**Article 20 - Retirement**

B. The City will provide said Fire Fighter his/her badge and a laminated ID card indicating that the Fire Fighter is retired from the Jersey City Fire Department.

**Article 21 - Holidays & Compensatory Time Off**

Delete Paragraph C.

**Article 22 - Salaries And Longevity**

Base salaries will be increased as follows on all steps within the salary guide:

As of the 1<sup>st</sup> of January 2009 = 3.0%  
As of the 1<sup>st</sup> of January 2010 = 3.3%  
As of the 1<sup>st</sup> of January 2011 = 3.4%  
As of the 1<sup>st</sup> of January 2012 = 3.5%

Salary guide will be updated accordingly.

G. All departmental communications or related documents including paychecks that include the Social Security Number of any Fire Fighter, or other personal information, will be placed in an envelope and sealed for security purposes of said identification or related markings.

**Article 23 - Overtime Procedure And Recall**

E. The City will maintain two (2) overtime lists, as negotiated with the Union. One (1) list will be designated as Anticipated Overtime for the needs ordered by the Division Chief prior to his/her tour ending and supplied to the appropriate callers and the other list will be designated as Unanticipated Overtime due to funeral leaves, sick leaves and any other type of absences caused after the tour of duty anticipated overtime needs were established.

Delete Paragraph F.

G. Recall. If a Fire Fighter is recalled to duty, he will receive a minimum of four (4) hours pay at time and one-half. Recall procedure will be as defined by General Order for emergency purposes only and updated after negotiations with the Union.

H. All Fire Fighters will be subject to emergency recall to duty at the discretion of the Jersey City Fire Department for a defined fire emergency and/or related emergencies.

Delete Paragraph M.

O. Fire Fighters called upon to act as bird dogs will be paid at overtime rates of pay and will be paid from the time of logging in at their respective quarters. A listing by group and seniority of all Fire Fighters residing within the City of Jersey City will be utilized by the appropriate authority in calling said overtime.

P. Line overtime shall be defined as all overtime worked in the suppression of fire and related emergencies.

Q. Staff overtime shall be defined as all overtime worked in conjunction with the activities of logistical support and related non fire suppression activities.

#### Article 35 - City Property Fire Department Jurisdiction

Add to Paragraph C:

10. Turnout gear dryers
11. Hand washing soap and related paper towel dispensers.
12. Eye washing stations

#### Article 41 - Tuition Reimbursement

D. There will be a unit wide cap of fifty thousand dollars (\$50,000) on the cost of this program, which will be available to Fire Fighters on the basis of seniority. Effective January 1, 2010 There will be an individual cap of three thousand five hundred dollars (\$3,500) for each Fire Fighter per calendar year.

#### Article 43 - Emergency Medical Services

New Paragraph N. - At such time as the unified communications center is created and becomes operational, the City and the Union agree to re-open negotiations as to the terms and conditions of employment of any Fire Fighters assigned to the unified communications center and no other issues.

#### Article 44 - Drug And Alcohol Testing

Although the decision to implement a mandatory drug and alcohol testing policy is the managerial prerogative of the City of Jersey City, the City will negotiate with the Union the procedures for how the testing is to be conducted.

**Article 45 - Jury Duty And Grand Jury Duty**

A. **Jury Duty.** The City agrees to provide all Fire Fighters of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Jury Duty, as outlined by General Order.

B. **Grand Jury Duty.** The City agrees to provide all Fire Fighters of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Grand Jury Duty, as outlined by General Order.

**Article 46 - Commercial Drivers License**

A. Should the City of Jersey City require any Fire Fighter to hold a New Jersey Commercial Drivers License for the safe operation of fire apparatus they will reimburse said Fire Fighter/Fire Fighters any fees related to said requirement.

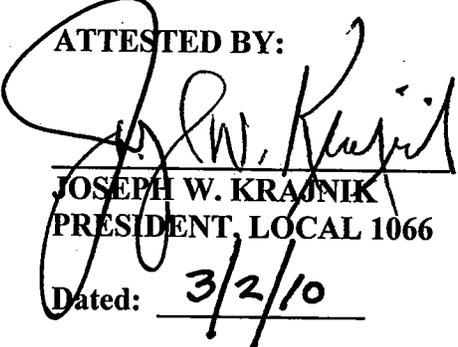
B. The Jersey City Fire Department will grant time off for all training and related yearly DOT physicals in conjunction with the requirement and continued good standing of a New Jersey Commercial Drivers License.

**Article 47 - Duration of Agreement**

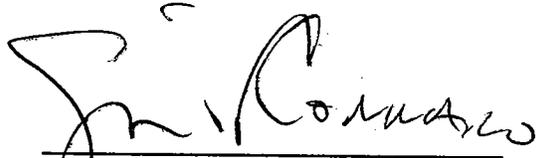
Term of Agreement shall be from January 1, 2009 – December 31, 2012.

The Parties understand that the terms of this Memorandum of Agreement will be submitted to the Division of Local Government Services.

ATTESTED BY:

  
\_\_\_\_\_  
JOSEPH W. KRAONIK  
PRESIDENT, LOCAL 1066

Dated: 3/2/10

  
\_\_\_\_\_  
GREGORY CORRADO  
ASSISTANT BUSINESS  
ADMINISTRATOR

ARTICLE 10, VACATIONS

A. 2. All Fire Fighters hired after the 29<sup>th</sup> of JULY 2002 will receive annual vacations in accordance with the following schedule:

(a) Up to the end of the first calendar year one (1) twenty-four (24) hour tour for each three (3) months of service.

(b) 2<sup>nd</sup> year of service - from 6 - 24's tours - no change  
3<sup>rd</sup> year of service - from 6 - 24's tours - no change

(c) 4<sup>th</sup> year of service - from 9 - 24's tours to 10 tours +1  
5<sup>th</sup> year of service - from 9 - 24's tours to 10 tours +1  
6<sup>th</sup> year of service - from 9 - 24's tours to 10 tours +1

(d) 7<sup>th</sup> year of service - from 11 - 24's tours to 12 tours +1  
8<sup>th</sup> year of service - from 11 - 24's tours to 12 tours +1  
9<sup>th</sup> year of service - from 11 - 24's tours to 12 tours +1  
10<sup>th</sup> year of service - from 11 - 24's tours to 12 tours +1

(e) 11<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
12<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
13<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
14<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
15<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2  
16<sup>th</sup> year of service - from 12.5 - 24's tours to 13 tours +1/2

(f) 17<sup>th</sup> year of service - from 13 - 24's tours  
18<sup>th</sup> year of service - from 13 - 24's tours  
19<sup>th</sup> year of service - from 13 - 24's tours  
20<sup>th</sup> year of service - from 13 - 24's tours  
21<sup>st</sup> year of service - from 13 - 24's tours  
22<sup>nd</sup> year of service - from 13 - 24's tours  
23<sup>rd</sup> year of service - from 13 - 24's tours  
24<sup>th</sup> year of service - from 13 - 24's tours  
25<sup>th</sup> year of service - from 13 - 24's tours  
26<sup>th</sup> year of service - from 13 - 24's tours  
27<sup>th</sup> year of service - from 13 - 24's tours  
28<sup>th</sup> year of service - from 13 - 24's tours  
29<sup>th</sup> year of service - from 13 - 24's tours

(g) Beginning the 30<sup>th</sup> year of service and beyond to 15 - 24's tours

Total increase of ten (10) days over 30 years

Exhibit "B"

Highlights of Tentative Agreement between the City of Jersey City  
and Local 1066 (Jersey City Firefighters)

Duration: January 1, 2009 to December 31, 2012 (4 years)

Wages: 3.0% effective January 1, 2009  
3.3% effective January 1, 2010  
3.4% effective January 1, 2011  
3.5% effective January 1, 2012

Healthcare:

- A) Traditional Health Care Plan ceases to exist for this Union effective July 1, 2010. Effect of this change means the current 191 members of Local 1066 who are in the Traditional plan will move to one of the other health care plans offered by the City. Based on the current number of employees in the traditional plan, the City estimates saving approximately \$450,000 to \$575,000 annually by virtue of changing from the traditional plan to Direct Access/other HMO's.

Additionally, new employees will not be able to opt for the traditional plan, thereby saving the City additional money in the future.

- B) Effective July 1, 2010 there will be prescription co-pay for mail order drugs. This shall result in additional money saved by the City by virtue of the co-payment and additional migration from Brand Name drugs (higher co-pay but higher cost to City) to Generic drugs (lower co-pay but cheaper to City).

Additionally, for retail prescription costing \$1,000 or more, there will be a co-pay of \$100 instead of the current \$20; for mail order prescriptions costing \$1,000 or more, the co-pay will be \$50 per 30-day supply, meaning \$150 for a typical 90-day mail order supply. Currently as mentioned before, there is a zero co-pay for all mail order prescriptions.

Vacation:

126 Firefighters on the second vacation schedule (Article 10, Section 2) will receive an additional ten (10) vacation days over the span of a thirty (30) year career.

The other changes in the contract are non-economic in nature, as they represent operational and procedural issues. Additionally, a few changes are merely language "clean-up" issues.

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

City Clerk File No. Res. 10-143

Agenda No. 10.N

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

TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

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

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City Police Officers Benevolent Association; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached tentative agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the tentative agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Officers Benevolent Association is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached tentative agreement.

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

APPROVED AS TO LEGAL FORM

APPROVED: Stacy Donato

\_\_\_\_\_  
Comptroller

COUNCILPERSON
SOTTOLANO
DONNELLY
LOPEZ

✓ Indicates Vote

# WITHDRAWN

	AYE	NAY	N.V.

N.V.-Not Voting (Abstain)

Adopted at a meeting \_\_\_\_\_

1/27/2010

The undersigned agree to recommend the following memorandum to their respective parties

1. Duration: 11/1/09 - 12/31/12

2. Salary

Effective 11/1/09 3.0% A-T-B

Effective 11/1/10 3.3% A-T-B

Effective 11/1/11 3.4% A-T-B

Effective 11/1/12 3.5% A-T-B

3. Health insurance

Effective 7/1/10 traditional coverage shall be deleted. Traditional coverage will not be available to any employee. New hires shall be eligible for direct access or HMO coverage.

4. Prescription - Effective 7/1/2010

Mail order: \* 1.50 mail order co-pay per thirty (30) day supply prescription for generic drugs

~~\_\_\_\_\_~~ \* 13.00 mail order co-pay per thirty (30) day supply prescription for brand drugs.

prescription: effective 7/1/2010

add attachment #1

(page 1)

5. Optical

Effective 7/1/2010 increase

optical by \$25 to  
\$100.

6. Clothing Allowance

Effective 11/1/2010 increase by ~~\$88~~ to \$1300

Effective 11/1/2012 increase by \$50 to \$1350

7. Vacation

modify Article II, Section C 2

as per

Attachment #2

8. Bill of Rights

Abide by letter sent to

Attorney General

for determination

9. Language (misc)

See Attachment #3

10. Existing Agreement to remain

except as modified above,

All other items not mentioned

are withdrawn

1/27/2010

City of Jersey City

Robert Hago

John

Robert

Mark

Jersey City Police Officers Benevolent Association

John de Cecco President

Raymond Kaszewska V.P.

Christopher J. Forto Trustee

Michael Meyer

Edward De

Brand Drugs

\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.

\$13.00 mail order co-pay per thirty (30) day supply prescription. (Total ninety (90) day mail order would amount to \$39.00 in co-pay).

RetailMail Order

Prescriptions that cost over \$1,000

\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1,000.00.

\$50.00 mail order co-pay per thirty (30) day supply on each prescription that costs over \$1,000.00. (Total ninety (90) day mail order would amount to \$150.00 in co-pay).

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). Except that the first two prescriptions filled on any maintenance drug may, at the employee's option, be filled through retail pharmacy, provided that the co-pay on those first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug. Thereafter the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Retirees shall have an annual maximum out-of-pocket Cap of \$ 1082.00 ~~\$1,092.00~~ per covered person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments, subject to the language set forth in Paragraph H for retirees.

8. (Dental Plan) Dental plan cap for open plan shall be increased from \$2,000 to \$2,400, effective January 1, 2010.

9. (Health Insurance - Future Retirees) All future retirees (effective 7/1/10) shall, at the City's expense, receive their existing health insurance benefits that are in effect as of their respective dates of retirement. Said benefits cannot be modified as a result of future contract negotiations. (It is understood that the parties have not, and legally cannot, change the existing health insurance coverages affecting present retirees and their families).

VacationYearDays

1 working day per month

0-1

2

15

3

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4

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30+

25

Article 1, Paragraph A Add word "Sworn"

Article 2, Delete Paragraph C

Article 17 - Delete Paragraph B

Article 18 - Delete "Service Differential" from Paragraph L.

Article 22 - Revise Military Leave language in accordance w/ January 5, 2010 Proposals and Change "Business Administrator" to "Chief".

Article 33 - Delete Paragraph A(8)

Article 42 - Revise Paragraph A in accordance with our January 5, 2010 Proposal

Delete Paragraph E

January 21, 2010

# SIDEBAR AGREEMENT

Any employee in this bargaining unit who will achieve 25 years of pensionable service credit on August 1, 2010, and who retires on August 1, 2010 will not be required to leave Traditional Coverage on July 1, 2010. All persons intending to take advantage of this extension shall file all appropriate retirement papers no later than June 1, 2010.

The CITY

Robert Hayes

[Signature]

POBA

Jessie Lewis

Robert Lewis

Highlights of Tentative Agreement between the City of Jersey City  
and Jersey City P.O.B.A.

Duration: January 1, 2009 to December 31, 2012 (4 years)

Wages: 3.0% effective January 1, 2009  
3.3% effective January 1, 2010  
3.4% effective January 1, 2011  
3.5% effective January 1, 2012

Healthcare:

- A) Traditional Health Care Plan ceases to exist for this Union effective July 1, 2010. Effect of this change means the current 254 members of the POBA who are in the traditional plan will move to one of the other health care plans offered by the city. Based on the current number of employees in the traditional plan, the City estimates saving approximately \$500,000 to \$650,000 annually by virtue of changing from the traditional plan to Direct Access/other HMO's.

Additionally, new employees will not be able to opt for the traditional plan, thereby saving the City additional money in the future.

- B) Effective July 1, 2010 there will be prescription co-pay for mail order drugs. This shall result in additional money saved by the City by virtue of the co-payment and additional migration from Brand Name drugs (higher co-pay but higher cost to City) to Generic drugs (lower co-pay but cheaper to City).

Additionally, for retail prescriptions costing \$1,000 or more, there will be a co-pay of \$100 instead of the current \$20: for mail order prescriptions costing \$1,000 or more, the co-pay will be \$50 per 30-day supply, meaning \$150 for a typical 90-day mail order supply. Currently as mentioned before, there is a zero co-pay for all mail order prescriptions.

Vacation:

291 Police Officers on the second vacation schedule (Article 11, Section C-2) will receive an additional twenty-five (25) vacation days over the span of a thirty (30) year career.

The other changes in the contract are non-economic in nature, as they represent operational and procedural issues. Additionally, a few changes are merely language "clean-up" issues.

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

City Clerk File No. Res. 10-144

Agenda No. 10.0

Approved: MAR 10 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MUTUALLINK, INC. FOR PROVIDING INTER-OPERABLE NETWORK AND SERVICES TO THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING.**

**WHEREAS**, the Office of Emergency Management (OEM) has constructed a state of the art emergency center in its headquarters at 715 Summit Avenue to enhance the City of Jersey City's domestic preparedness; and

**WHEREAS**, there exists the need for to expand the current interoperable communications system throughout the City of Jersey City; and

**WHEREAS**, Resolution 10-032 approved on January 13, 2010 authorized the City of Jersey City (City) to accept a grant from the State of New Jersey Office of Homeland Security and Preparedness Fiscal Year 2009 Urban Areas Security Initiative Program; and

**WHEREAS**, N.J.S.A. 52:34-10.6(c) authorizes the City to purchase equipment paid for or reimbursed by federal funds awarded by the U.S. Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, Mutuallink Group, Inc is participating in a federal procurement program established by a federal department or agency and is the holder of General Services Administration Contract GS-35F-0220R; and

**WHEREAS**, Mutuallink Group, Inc has submitted a proposal to provide and install surveillance cameras for the sum of \$144,535.00; and

**WHEREAS**, funds in this amount are available in Urban Area Security Initiative-Fire (OEM) Account No.: 02-213-40-072-405.

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

1. Pursuant to N.J.S.A. 52:34-10.6(c), a contract is awarded to Mutuallink Group, Inc., the holder of GSA Contract GS-35F-0220R, in the amount of \$144,535.00 to provide and install surveillance cameras.
2. Subject to such modifications as deemed necessary or appropriated by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.
3. The award of this contract shall be subject to the condition that Mutuallink, Inc., provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31, et seq.

*J.A.*  
*2/13/10*

City Clerk File No. Res. 10-144

Agenda No. 10.0 MAR 10 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MUTUALLINK, INC. FOR PROVIDING INTER-OPERABLE NETWORK AND SERVICES TO THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING**

- 4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1, et seq.

I Donna Mauer, Donna Mauer, Chief Financial Office certify that funds in the amount of \$144,535.00 are available in Account No. 02-213-40-072-405. PO# 99383

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

**3/10/10**

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		ABSENT	
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

<b>Requisition #</b>
<b>0149383</b>

<b>Assigned PO #</b>

**Vendor**  
MUTUALINK, INC.  
1269 BROAD STREET  
WALLINGFORD CT 06492

**Requisition**  
**Dept. Bill To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

**Dept. Ship To**  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

MU385202

**Contact Info**  
AIDA SANCHEZ  
2015475566

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Account</u>	<u>Unit Price</u>	<u>Total</u>
1.00	EA	INTER OPS SYSTEM	02-213-40-072-405	144,535.00	144,535.00
		GSA # GS-35F-0220R UASI FUNDED FY 09 JCOEM/HOMELAND SECURITY			

**Requisition Total      144,535.00**

Req. Date: 02/10/2010

Requested By: ASANCHEZ

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

Buyer Id:

**This Is Not A Purchase Order**



REDEFINING INTEROPERABILITY

1269 South Broad Street | Wallingford, CT 06492 | Phone: (203) 949-1800 | Fax: (203) 269-2378 | www.mutualink.net

Ref Number: 1000484
Date: 2/8/10
Sales ID: ANTONELLI

Controllable Intuitive Affordable

Budgetary Quote

Customer Information

Table with customer details: Customer Name (Jersey City Office of Emergency Mngt), Street Address (718 Summit Avenue), Contact Name (Aida Sanchez), City/Town (Jersey City), State (NJ), Zip (07306), Contact Phone ((201) 547-5666), Contact Email (SanchezA@cmjarc)

Summary Pricing

Summary Pricing table with columns: Equipment (\$20,267.00), Provisioning & Install (\$4,725.00), Network Access (\$2,963.00), Total (\$27,955.00), Monthly (\$0.00), Annual (\$2,963.00)

Notes: Volume pricing discount based on this site as an addition to the 4 others quoted. Customer to provide control station and RF for R-NIC integration.

- Budgetary quote includes Mutualink equipment and services only.
Installation and configuration charges are based on typical deployments and may differ based on subsequent site surveys, additional labor to be billed @ \$125.00 per man hour as required.
Interop P2P Network Access fees include required license, maintenance, upgrades and remote tech support for installed Mutualink software.

Location Detail

Location Detail table for SITE 7: Site Name (Communications Building), Street Address (Bishop & Comells Street), City/Town (Jersey City), State (NJ), Zip, Site Contact, Contact Phone ((- EM), Contact Email, Service Agency

Mutualink Endpoints table with columns: Item Number, Description, Qty, UOM, Unit Price, Unit Disc, Ext Price. Items include M500-100-001 (Interoperability Work Station w/ Monitor (IWS)), M500-240-001 (Video Network Interface Controller (VNIC)), M500-260-001 (Telephone Network Interface Controller (TNIC)), M500-510-001 (Radio Network Interface Controller (RNIC))

Other Equipment table with columns: Item Number, Description, Qty, UOM, Unit Price, Unit Disc, Ext Price. Items include M940-100-100 (Misc Installation and Mounting Hardware)

Provisioning & Install table with columns: Description, Unit Price, Ext Price. Items include Network Access Provisioning - Mutualink Interop P2P Network, Site Installation & Configuration - Mutualink Interop P2P Network, Installation Labor - IWS, Installation Labor - V-NIC, Installation Labor - T-NIC, Installation Labor - R-NIC

Interop P2P Network Access (Annual) table with columns: Description, Unit Price, Unit Disc, Ext Price. Items include IWS - Interop P2P Network Access, V-NIC - Interop P2P Network Access, T-NIC - Interop P2P Network Access, RNIC - Interop P2P Network Access

NOTE: Quote includes T-NIC

THE PRICES QUOTED FOR THE ITEMS SPECIFIED IN THIS BUDGETARY QUOTE ARE BASED ON PRICES CURRENTLY IN EFFECT, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE. MUTUALINK WILL ENDEAVOR, BUT IS NOT OBLIGATED, TO HONOR THE QUOTED RATES FOR A MAXIMUM PERIOD OF 60 DAYS FROM THE DATE OF THIS BUDGETARY QUOTE.
NO BUDGETARY QUOTE, LETTER OF INTENT, OR OTHER QUOTE, WHETHER OR NOT MADE IN WRITING, SHALL CONSTITUTE A LEGALLY BINDING OFFER OR AGREEMENT ON THE PART OF MUTUALINK. THE FINAL PRICES, TERMS AND CONDITIONS SHALL ONLY BE BINDING ON MUTUALINK WHEN CONTAINED IN A MUTUALINK ORDER FORM SIGNED AND ACCEPTED BY MUTUALINK. ALL PRICE QUOTES ARE SUBJECT TO CHANGE AND MAY BE WITHDRAWN AT ANY TIME.
ALL PURCHASE ORDERS ARE SUBJECT TO THE PERMITS FOR INTEROPERABLE NETWORK ACCESS & ADMINISTRATION AGREEMENT & STANDARD COMMERCIAL TERMS AND CONDITIONS (STANDARD TERMS) WHICH WILL BE INCORPORATED BY REFERENCE AND PART OF THE MUTUALINK ORDER FORM.
NO PURCHASE ORDER ISSUED BY A PURCHASER WHICH CONTAINS TERMS THAT ARE CONTRARY TO, OR ARE IN CONFLICT WITH, THE STANDARD TERMS SHALL BE DEEMED ACCEPTED OR BINDING ON THE COMPANY, UNLESS THEY ARE CONTAINED IN A SEPARATE WRITTEN AMENDMENT SIGNED BY BOTH THE PURCHASER AND COMPANY.



REDEFINING INTEROPERABILITY

Controllable Intuitive Affordable

1269 South Broad Street | Wallingford, CT 06492 | Phone: (203) 949-1800 | Fax: (203) 269-2378 | www.mutualink.net

Ref Number 1000462

Date 1/8/10

Sales ID ANTONELLI

## Budgetary Quote

### Customer Information

Customer Name:	Jersey City Office of Emergency Mngt	Street Address:	715 Summit Avenue		
Contact Name:	Aida Sanchez	City/Town:	Jersey City	State:	NJ
Contact Phone:	(201) 547-5566	Contact Email:	Sanchez.A@cnj.org		
Zip:	07306				

### Summary Pricing

#### Initial Purchase

#### Recurring Fees

Equipment	Provisioning & Install	Network Access	Total	Monthly	Annual
\$84,748.00	\$19,980.00	\$11,852.00	\$116,580.00	\$0.00	\$11,852.00

Notes:

- Budgetary quote includes Mutualink equipment and services only
- Installation and configuration charges are based on typical deployments and may differ based on subsequent site surveys, additional labor to be billed @ \$135.00 per man hour as required
- Interop P2P Network Access fees include required license, maintenance, upgrades and remote tech support for installed Mutualink software

### Location Detail

#### SITE 3

Site Name:	Newport Centre Mall	Site Contact:	Denise Ipsen		
Street Address:	30 Mall Drive West	Contact Phone:	(201) 626-2078	Contact Email:	
City/Town:	Jersey City	State:	NJ	Zip:	07310
Service Agency:					

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Mutualink Endpoints</b>						
M500-100-001	Interoperability Work Station w/ Monitor (IWS)	1	Each	5,995.00	(599.00)	5,396.00
M500-240-001	Video Network Interface Controller (VNIC)	1	Each	5,484.00	(548.00)	4,936.00
M500-260-001	Telephone Network Interface Controller (TNIC)	1	Each	5,484.00	(548.00)	4,936.00
M500-610-001	Radio Network Interface Controller (RNIC)	1	Each	4,999.00	(500.00)	4,499.00
<b>Other Equipment</b>						
M800-903	Control Station, UHF, 30W, 512 Ch w/ Std Ant	1	Each	795.00		795.00
M940-100-100	Misc Installation and Mounting Hardware	4	Each	125.00		500.00
M940-100-100	Misc Installation and Mounting Hardware	1	Each	125.00		125.00
<b>Provisioning &amp; Install</b>						
	Network Access Provisioning - Mutualink Interop P2P Network			945.00		945.00
	Site Installation & Configuration - Mutualink Interop P2P Network			1,620.00		1,620.00
	Installation Labor - IWS			540.00		540.00
	Installation Labor - V-NIC			540.00		540.00
	Installation Labor - T-NIC			540.00		540.00
	Installation Labor - R-NIC			540.00		540.00
	Installation Labor - Standard Control Station w/ Mag Mnt Ant			270.00		270.00
<b>Interop P2P Network Access (Annual)</b>						
	IWS - Interop P2P Network Access			899.00	(90.00)	809.00
	V-NIC - Interop P2P Network Access			822.00	(82.00)	740.00
	T-NIC - Interop P2P Network Access			822.00	(82.00)	740.00
	R-NIC - Interop P2P Network Access			749.00	(75.00)	674.00



# REDEFINING INTEROPERABILITY

Controllable

Intuitive

Affordable

## SITE 4

Site Name:	Board of Education			Site Contact:	
Street Address:		Contact Phone:	( ) - Ext.	Contact Email:	
City/Town:	Jersey City	State:	NJ	Zip:	
		Service Agency:			

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Mutualink Endpoints</b>						
M500-100-001	Interoperability Work Station w/ Monitor (IWS)	1	Each	5,995.00	(599.00)	5,396.00
M500-240-001	Video Network Interface Controller (VNIC)	1	Each	5,484.00	(548.00)	4,936.00
M500-260-001	Telephone Network Interface Controller (TNIC)	1	Each	5,484.00	(548.00)	4,936.00
M500-610-001	Radio Network Interface Controller (RNIC)	1	Each	4,999.00	(500.00)	4,499.00

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Other Equipment</b>						
M800-903	Control Station, UHF, 30W, 512 Ch w/ Strid Ant	1	Each	795.00		795.00
M940-100-100	Misc Installation and Mounting Hardware	4	Each	125.00		500.00
M940-100-100	Misc Installation and Mounting Hardware	1	Each	125.00		125.00

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Provisioning &amp; Install</b>						
	Network Access Provisioning - Mutualink Interop P2P Network			945.00		945.00
	Site Installation & Configuration - Mutualink Interop P2P Network			1,620.00		1,620.00
	Installation Labor - IWS			540.00		540.00
	Installation Labor - V-NIC			540.00		540.00
	Installation Labor - T-NIC			540.00		540.00
	Installation Labor - R-NIC			540.00		540.00
	Installation Labor - Standard Control Station w/ Mag Mnt Ant			270.00		270.00

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Interop P2P Network Access (Annual)</b>						
	IWS - Interop P2P Network Access			899.00	(90.00)	809.00
	V-NIC - Interop P2P Network Access			822.00	(82.00)	740.00
	T-NIC - Interop P2P Network Access			822.00	(82.00)	740.00
	R-NIC - Interop P2P Network Access			749.00	(75.00)	674.00

## SITE 5

Site Name:	St Peter's College			Site Contact:	
Street Address:		Contact Phone:	( ) - Ext.	Contact Email:	
City/Town:	Jersey City	State:	NJ	Zip:	
		Service Agency:			

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Mutualink Endpoints</b>						
M500-100-001	Interoperability Work Station w/ Monitor (IWS)	1	Each	5,995.00	(599.00)	5,396.00
M500-240-001	Video Network Interface Controller (VNIC)	1	Each	5,484.00	(548.00)	4,936.00
M500-260-001	Telephone Network Interface Controller (TNIC)	1	Each	5,484.00	(548.00)	4,936.00
M500-610-001	Radio Network Interface Controller (RNIC)	1	Each	4,999.00	(500.00)	4,499.00

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Other Equipment</b>						
M800-903	Control Station, UHF, 30W, 512 Ch w/ Strid Ant	1	Each	795.00		795.00
M940-100-100	Misc Installation and Mounting Hardware	4	Each	125.00		500.00
M940-100-100	Misc Installation and Mounting Hardware	1	Each	125.00		125.00

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Provisioning &amp; Install</b>						
	Network Access Provisioning - Mutualink Interop P2P Network			945.00		945.00
	Site Installation & Configuration - Mutualink Interop P2P Network			1,620.00		1,620.00
	Installation Labor - IWS			540.00		540.00
	Installation Labor - V-NIC			540.00		540.00
	Installation Labor - T-NIC			540.00		540.00
	Installation Labor - R-NIC			540.00		540.00
	Installation Labor - Standard Control Station w/ Mag Mnt Ant			270.00		270.00

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Interop P2P Network Access (Annual)</b>						
	IWS - Interop P2P Network Access			899.00	(90.00)	809.00
	V-NIC - Interop P2P Network Access			822.00	(82.00)	740.00
	T-NIC - Interop P2P Network Access			822.00	(82.00)	740.00
	R-NIC - Interop P2P Network Access			749.00	(75.00)	674.00



# REDEFINING INTEROPERABILITY

Controllable

Intuitive

Affordable

## SITE 6

Site Name:	NJ City University	Site Contact:	
Street Address:		Contact Phone:	( ) - Ext. Contact Email:
City/Town:	Jersey City	State:	NJ Zip: Service Agency:

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
<b>Mutualink Endpoints</b>						
M500-100-001	Interoperability Work Station w/ Monitor (IWS)	1	Each	5,995.00	(599.00)	5,396.00
M500-240-001	Video Network Interface Controller (VNIC)	1	Each	5,484.00	(548.00)	4,936.00
M500-260-001	Telephone Network Interface Controller (TNIC)	1	Each	5,484.00	(548.00)	4,936.00
M500-610-001	Radio Network Interface Controller (RNIC)	1	Each	4,999.00	(500.00)	4,499.00

<b>Other Equipment</b>						
M800-903	Control Station, UHF, 30W, 512 Ch w/ Sindr Ant	1	Each	795.00		795.00
M940-100-100	Misc Installation and Mounting Hardware	4	Each	125.00		500.00
M940-100-100	Misc Installation and Mounting Hardware	1	Each	125.00		125.00

<b>Provisioning &amp; Install</b>						
	Network Access Provisioning - Mutualink Interop P2P Network			945.00		945.00
	Site Installation & Configuration - Mutualink Interop P2P Network			1,620.00		1,620.00
	Installation Labor - IWS			540.00		540.00
	Installation Labor - V-NIC			540.00		540.00
	Installation Labor - T-NIC			540.00		540.00
	Installation Labor - R-NIC			540.00		540.00
	Installation Labor - Standard Control Station w/ Mag Mnt Ant			270.00		270.00

<b>Interop P2P Network Access (Annual)</b>						
	IWS - Interop P2P Network Access			899.00	(90.00)	809.00
	V-NIC - Interop P2P Network Access			822.00	(82.00)	740.00
	T-NIC - Interop P2P Network Access			822.00	(82.00)	740.00
	R-NIC - Interop P2P Network Access			749.00	(75.00)	674.00

## SITE 6

## Notes:

- THE PRICES QUOTED FOR THE ITEMS SPECIFIED IN THIS BUDGETARY QUOTE ARE BASED ON PRICES CURRENTLY IN EFFECT, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE. MUTUALINK WILL ENDEAVOR, BUT IS NOT OBLIGATED, TO HONOR THE QUOTED RATES FOR A MAXIMUM PERIOD OF 60 DAYS FROM THE DATE OF THIS BUDGETARY QUOTE.
- NO BUDGETARY QUOTE, LETTER OF INTENT, OR OTHER QUOTE, WHETHER OR NOT MADE IN WRITING, SHALL CONSTITUTE A LEGALLY BINDING OFFER OR AGREEMENT ON THE PART OF MUTUALINK. THE FINAL PRICES, TERMS AND CONDITIONS SHALL ONLY BE BINDING ON MUTUALINK WHEN CONTAINED IN A MUTUALINK ORDER FORM SIGNED AND ACCEPTED BY MUTUALINK. ALL PRICE QUOTES ARE SUBJECT TO CHANGE AND MAYBE WITHDRAWN AT ANY TIME.
- ALL PURCHASE ORDERS ARE SUBJECT TO THE PEER TO PEER INTEROPERABLE NETWORK ACCESS & ADMINISTRATION AGREEMENT & STANDARD COMMERCIAL TERMS AND CONDITIONS ("STANDARD TERMS") WHICH WILL BE INCORPORATED BY REFERENCE AND PART OF THE MUTUALINK ORDER FORM.
- NO PURCHASE ORDER ISSUED BY A PURCHASER WHICH CONTAINS TERMS THAT ARE CONTRARY TO, OR ARE IN CONFLICT WITH, THE STANDARD TERMS SHALL BE DEEMED ACCEPTED OR BINDING ON THE COMPANY, UNLESS THEY ARE CONTAINED IN A SEPARATE WRITTEN AMENDMENT SIGNED BY BOTH THE PURCHASER AND COMPANY.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 292  
TRENTON, N.J. 08646-0292

TAXPAYER NAME:  
MUTUALINK, INC

TRADE NAME

ADDRESS:  
1289 SOUTH BROAD ST  
WALLINGFORD CT 06482-1737  
EFFECTIVE DATE:  
01/29/08

SEQUENCE NUMBER:  
1384460  
ISSUANCE DATE:  
01/29/08

*James G. Brennan*  
Director  
New Jersey Division of Revenue

FORM JBRC(08.01)

This Certificate is NOT valid until the date of issuance. It must be accompanied by the payment of the applicable fee.

Certification 43779  
**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-ADG-2009** to **15-ADG-2016**

**MUTUALINK INC  
1269 SOUTH BROAD ST  
WALLINGFORD CT 06492**



State Treasurer

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)****Questionnaire for Bidders**

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

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

Business Name: Mutualink, Inc.

Address: 1269 South Broad Street, Wallingford, CT 06492

Telephone No.: 203-949-1800

Contact Name: Mark Hatten

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**

**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

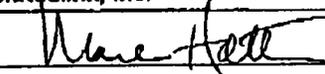
(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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: Mutualink, Inc.

SIGNATURE:  DATE: 1/29/2010

PRINT NAME: Mark Hatten TITLE: CEO/Chairman

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

The contractor and the \_\_\_\_\_ of **Mutualink, Inc.** (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 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.

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

entia

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

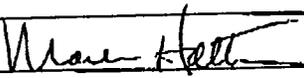
r to

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

**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: Mark Hatten

Representative's Signature: 

Name of Company: Mutualink, Inc.

Tel. No.: 203-949-1800

Date: 1/29/2010

2/2/2010) Aida Sanchez - AAEEOBRC Executed 1-29-10.pdf

**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, 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.

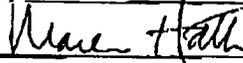
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional 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): Mark Hatten

Representative's Signature: 

Name of Company: Mutualink, Inc.

Tel. No.: 203-849-1800 Date: 1/29/2010

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

City Clerk File No. Res. 10-145

Agenda No. 10.P

Approved: MAR 10 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MOTOROLA COMMUNICATIONS, INC. FOR FURNISHING AND DELIVERING RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING TO THE OFFICE OF EMERGENCY MANAGEMENT**

---

**COUNCIL**

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

**WHEREAS**, there exists a need for **Radio Communication Equipment and Accessories** for the **Office of Emergency Management**; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts without public bidding; and

**WHEREAS**, **Motorola, 5 Paragon Drive, STE 200, Montvale, New Jersey 07645** being in possession of **State Contract Number A53804** will Furnish and Deliver Radio Communication Equipment and Accessories to the Office of Emergency Management in the Total amount of **One Hundred Forty Three Thousand, Four Hundred Ninety Five (\$143,495.00) Dollars** and;

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

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

**Office of Emergency Management**

<b>Acct. No.</b>	<b>P.O. No.</b>	<b>S.C. No.</b>	<b>Amount</b>
02-213-40-972-310	99228	A53804	\$143,495.00

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

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, 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 Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continue on Page 2)

MAR 10 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MOTOROLA COMMUNICATIONS, INC. FOR FURNISHING AND DELIVERING RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING TO THE OFFICE OF EMERGENCY MANAGEMENT**

*3/2/10* **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 the account shown below;

**Office of Emergency Management**

Acct. No.	P.O. No.	S.C. No.	Amount
02-213-40-972-310	99228	A53804	\$143,495.00

**APPROVED**  
*Peter Folgado*  
Peter Folgado, Acting Director, Purchasing

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

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

Certification Required   
Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
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



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** MOTOROLA, INC.  
**Trade Name:**  
**Address:** 5 PARAGON DRIVE #200  
MONTVALE, NJ 07645  
**Certificate Number:** 0108883  
**Effective Date:** December 12, 2001  
**Date of Issuance:** August 08, 2008

**For Office Use Only:**  
20080808114905656

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected 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. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "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."

**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 Motorola (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 Motorola (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: Motorola

Signed [Signature] Title: Vice President

Print Name David R. White, Jr. Date: 8/4/09

Subscribed and sworn before me  
this 4 day of August 2009.

My Commission expires:

[Signature]  
(Affiant)

David R. White, Jr. Vice President  
(Print name & title of affiant) (Corporate Seal)

**MARY SCRIVENS  
MY COMMISSION EXPIRES  
01/31/2012**

[Signature]

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



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Dodge & Cox	555 California St., 40th Fl San Francisco, CA 94104

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Motorola  
 Signed: [Signature] Title: Vice President  
 Print Name: David R. White, Jr. Date: 8/4/09

Subscribed and sworn before me this <u>4</u> day of <u>August</u> , 2009  My Commission expires: <u>01/31/2012</u> 	<u>[Signature]</u> (Affiant) <u>David R. White, Jr., VP</u> (Print name & title of affiant) (Corporate Seal)
---	---

\*Dodge & Cox is a corporate entity, and as such, the address provided is it's headquarter office.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<CITY OF JERSEY CITY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Hudson**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #s: 31, 32, & 33**

**State Senator and two members of the General Assembly per district.**

**County:**

**Freeholders**

**County Clerk**

**Sheriff**

**County Executive**

**Surrogate**

**Registrar of Deeds**

**Municipalities (Mayor and members of governing body, regardless of title):**

**Bayonne City**

**East Newark Borough**

**Guttenberg Town**

**Harrison Town**

**Hoboken City**

**Jersey City**

**Kearny Town**

**North Bergen Township**

**Secaucus Town**

**Union City City**

**Weehawken Township**

**West New York Town**

**Boards of Education**

**(Members of the Board):**

**East Newark Borough**

**Guttenberg Town**

**Hoboken City**

**Kearny Town**

**North Bergen Township**

**Secaucus Town**

**Weehawken Township**

**Fire Districts (Board of Fire Commissioners):**

**(None)**

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

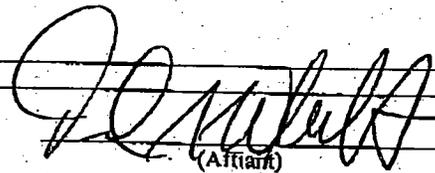
Name: Dodge & Cox	Name:
Home Address: *555 California Street, 40th Fl. San Francisco, CA 94104	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 11 day of August, 2011

(Notary Public)

My Commission expires:

MARY SCRIVENS  
MY COMMISSION EXPIRES  
01/31/2012



David R. White, Jr., VP  
(Print name & title of affiant)

(Corporate Seal)

\*Dodge & Cox is a corporate entity, and as such, the address provided is for its headquarter office.

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:**

**RESPONDENT'S CHECKLIST**

Item	
A. Non-Collusion Affidavit properly notarized	
B. Public Disclosure Statement	
C. Mandatory Affirmative Action Language	
D. Americans with Disabilities Act	
E. Affirmative Action Compliance Notice	
F. MWBE Questionnaire (2 copies)	
G. Form AA302 - Employee Information Report	
H. Business Registration Certificate	
I. Original signature(s) on all required forms.	

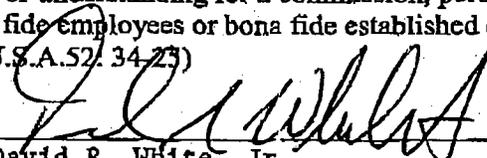
**NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:**

I certify that I am Vice President  
of the firm of Motorola

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. 52:34-23)

(Signature of respondent)

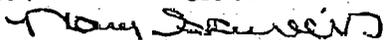
  
David R. White, Jr.

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY August 4 OF 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**MARY SCRIVENS  
MY COMMISSION EXPIRES  
01/31/2012**



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

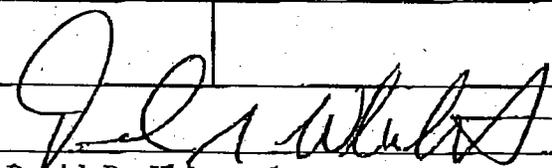
**PUBLIC DISCLOSURE INFORMATION**

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 a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Dodge & Cox	555 California Street, 40 <sup>th</sup> Floor San Francisco, CA 94104	14.5%

SIGNATURE :



David R. White, Jr.

TITLE:

Vice President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

August 4 OF 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

MARY SCRIVEN  
MY COMMISSION EXPIRES  
01/31/2012



**(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 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, 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.

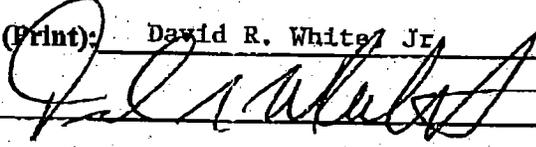
The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

**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): David R. White Jr

Representative's Signature: 

Name of Company: Motorola Inc.

Tel. No.: 201-949-5513 Date: 8/4/09

**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.

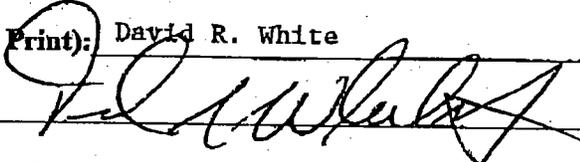
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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.

**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): David R. White

Representative's Signature: 

Name of Company: Motorola

Tel. No.: 201-949-5513 Date: 8/4/09

**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.

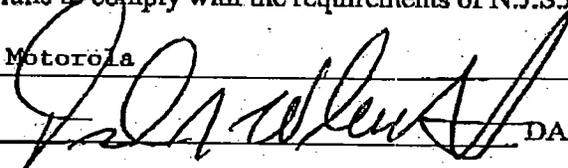
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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: Motorola

SIGNATURE:  DATE: 8/4/09

PRINT

NAME: David R. White, Jr. TITLE: Vice President

**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: Motorola

Address: 5 Paragon Drive, Suite 200, Montvale, NJ 07645

Telephone No.: 201-949-5513

Contact Name: David R. White, Jr.

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)**

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Business Name: Motorola

Address: 5 Paragon Drive, Suite 200, Montvale, NJ 07645

Telephone No.: 201-949-5513

Contact Name: David R. White, Jr.

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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**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 27

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

**15-MAR-2008** to **15-MAR-2011**

MOTOROLA  
1303 EAST ALGONQUIN  
SCHAMBERG IL 60196



Acting State Treasurer

**INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT  
(FORM AA302)**

**IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11 - Enter the appropriate figures on all lines and in all columns.**

**THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.**

**DO NOT list the same employec in more than one job category.**

**DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

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

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Saraoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.**

**ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.**

**ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".**

**ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.**

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf)  
Instructions: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

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

**EMPLOYEE INFORMATION REPORT**

For instructions on completing this form, go to: [http://www.state.nj.us/crc/contract\\_compliance/pdf/aa302fus.pdf](http://www.state.nj.us/crc/contract_compliance/pdf/aa302fus.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FED. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYED IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET		
CITY	COUNTY	STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		
CITY	STATE	ZIP CODE
7. CHECK ONE IN THIS COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYERS BY ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDING CONTRACT		
CITY	COUNTY	STATE ZIP CODE
11. DATE AWARDED	12. DATE RECEIVED	13. AWARDING AGENCY NUMBER

**SECTION B - EMPLOYMENT DATA**

1. Report all permanent, temporary and part-time employees (not VOLUNTEERS) Show the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, show a zero. Exclude ALL employees, not just those in minority categories, in columns L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

JOB CATEGORIES	ALL EMPLOYERS			PERMANENT FULL-TIME EMPLOYER EMPLOYERS											
	COL. 1 TOTAL (Col. 2 + 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	NON-MIN.	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	NON-MIN.		
Officers/Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftspeople (Skilled)															
Craftspeople (Semi-skilled)															
Unskilled (Production)															
Service Workers															
RETAIL															
Industrial equipment except persons in part of shop by specialty & parts in the equipment															

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? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS ENTRY Employer Information? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. IS DATE LAST REPORT SUBMITTED MAY DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:	1. YEAR 2. 30	

**SECTION C - SIGNATURE AND CERTIFICATION**

16. NAME OF PERSON COMPLETING (Print Name or Title)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)



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

City Clerk File No. Res. 10-146

Agenda No. 10.Q

Approved: MAR 10 2010

TITLE:



**A RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO HATCH-MOTT MACDONALD IN CONNECTION WITH THE MARTIN LUTHER KING DRIVE INTERSECTION IMPROVEMENT PROJECT (PROJECT NO. 10-006) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**WHEREAS**, the City of Jersey City (City) requires the services of a professional engineering firm in order to design Project No. 10-006, Proposed Improvements to Twenty (20) Intersections along Martin Luther King Drive from McAdoo Avenue to Kearney Avenue; and

**WHEREAS**, Hatch-Mott MacDonald, 545 Washington Blvd. (Suite 602), Jersey City, New Jersey 07310 is a pre-qualified firm and has the necessary qualifications to undertake this project; and

**WHEREAS**, Hatch-Mott MacDonald has submitted a proposal for professional engineering services in the amount of **Thirty Five Thousand, Three Hundred Seventy Dollars (\$35,370.00)** for the Design Phase Services (Lump Sum) and (Not to Exceed) **Twenty Five Thousand Dollars (\$25,000.00)** for the Construction Phase Services; and

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

**Department of Administration, Division of Engineering, Traffic and Transportation**

R.R.  
3-3-10

<u>Account No.</u>	<u>Amount</u>	<u>Requisition No.</u>	<u>Purchase Order No.</u>
	<b>Design Phase Services (Lump Sum)</b>		
04-215-55-841-990	\$35,370.00	0149587	99342
	<b>Construction Phase Services (Not to Exceed)</b>		
04-215-55-841-990	\$25,000.00	0149588	99343
<b>TOTAL COST</b>	<b>\$60,370.00</b>		

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

**WHEREAS**, this contract award is made in accordance with the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.5 et seq.

**WHEREAS**, Hatch-Mott MacDonald has submitted its Certification of Compliance with the City's Contractor Pay-to-Pay Reform Ordinance 08-128 adopted on September 3, 2008; and

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

1. Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached with the firm Hatch-Mott MacDonald to provide professional engineering services in connection with Project No. 10-006 Proposed Improvements to Twenty (20) Intersections along Martin Luther King Drive from McAdoo Avenue to Kearney Avenue

continued.....  
JDS:pcl  
(03.02.10)

City Clerk File No. Res. 10-146  
Agenda No. 10.0 MAR 10 2010

**TITLE:** A RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO HATCH-MOTT MACDONALD IN CONNECTION WITH THE MARTIN LUTHER KING DRIVE INTERSECTION IMPROVEMENT PROJECT (PROJECT NO. 10-006) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

- 2. The total contract amount shall not exceed Sixty Thousand Three Hundred Seventy Dollars (\$60,370.00); which consists of Thirty Five Thousand Three Hundred Seventy Dollars (\$35,370.00) for the Design Services Phase (lump sum) and not to exceed Twenty Five Thousand Dollars (\$25,000.00) for the Construction Management Services Phase; and the term of the contract shall not exceed Twelve (12) months from the date a notice to proceed is issued by the Purchasing Agent.
- 3. This contract is awarded as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 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 this resolution;
- 5. The award of this contract shall be subject to the condition that the Consultant provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

J.A.  
3/1/10

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

Department of Administration, Division of Engineering, Traffic and Transportation			
Account No.	Amount	Requisition No.	Purchase Order No.
	<b>Design Phase Services (Lump Sum)</b>		
04-215-55-841-990	\$35,370.00	0149587	
	<b>Construction Phase Services (Not to Exceed)</b>		
04-215-55-841-990	\$25,000.00	0149588	
<b>TOTAL COST</b>	<b>\$60,370.00</b>		

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED: [Signature]  
Municipal Engineer

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

JDS:pc1  
(03.02.10)

Certification Required

Not Required

APPROVED 8-0  
3/10/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
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

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 Award of a Professional Engineering Services Contract to Hatch-Mott MacDonald in connection with the Martin Luther King Drive Intersection Improvement Project (Project No. 10-006) for the Department of Administration, Division of Engineering, Traffic and Transportation

**2. Name and title of person initiating ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic and Transportation, Division of Engineering, Traffic and Transportation

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Resolution authorizing the award of a professional engineering services contract in connection with the Martin Luther King Drive Intersection Project, (Project No. 10-006), for proposed improvements along Martin Luther King Drive from McAdoo Avenue to Kearney Avenue for the Division of Engineering, Traffic and Transportation

**4. Reasons (need) for the proposed program, project, etc.:**

Pressing need to improve traffic and pedestrian safety at twenty (20) intersections along Martin Luther King Drive from McAdoo Avenue to Kearney Avenue

**5. Anticipated benefits to the community:**

Improve traffic safety and decrease vehicular travel time resulting in better air quality, lower pedestrian conflicts and vehicular incidents.

**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:**

The total cost for the project is Sixty Thousand, Three Hundred Seventy Dollars and Zero Cents (\$60,370.00)

Design Phase Services -	(Lump Sum)	\$35,370.00
Construction Phase Services	(Not to Exceed)	\$25,000.00

**7. Date proposed program, or project will commence:**

Upon adoption of the Resolution by the Jersey City Municipal Council

**8. Anticipated completion date:**

Approximately Twelve (12) months from the date a notice to proceed is issued by the Purchasing Agent.

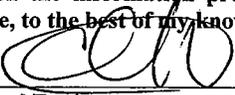
**9. Person responsible for coordinating proposed program, project, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, 201.547.4470

**10. Additional comments:**

The Resolution has been proposed at the recommendation of Joao D'Souza, Director of Traffic & Transportation for the Division of Engineering, Traffic and Transportation, ex. 4470

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

3-1-10  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
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.

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

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

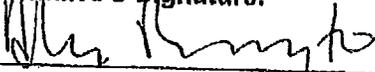
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**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): Albert N. Beninato, PE, Executive Vice President

Representative's Signature:

  
\_\_\_\_\_

Name of Company:

Hatch Mott MacDonald, LLC

Tel. No.: 973-379-3400

Date: April 6, 2009

**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;

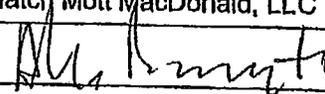
OR

(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.

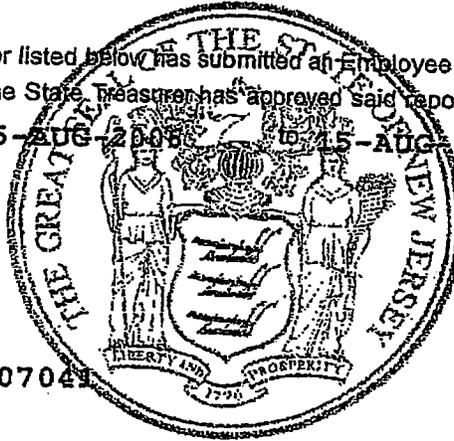
COMPANY: Hatch Mott MacDonald, LLC  
SIGNATURE:  DATE: April 6, 2009  
PRINT NAME: Albert N. Beninato, PE TITLE: Executive Vice President

Certification 2062

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

~~15-AUG-2008~~ ~~15-AUG-2009~~



HATCH MOTT MACDONALD  
27 BLEEKER STREET  
MILLBURN

NJ 07041

*Bradley Abelan*

State Treasurer

**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. 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.

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.

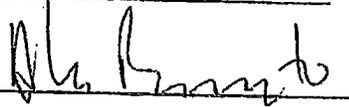
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

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): Albert N. Beninato, PE, Executive Vice President

**Representative's Signature:**



**Name of Company:**

Hatch Mott MacDonald, LLC

**Tel. No.:** 973-379-3400

**Date:** April 6, 2009

**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 qualification statement.

Business Name: Hatch Mott MacDonald, LLC

Address: 27 Bleeker Street, Millburn, NJ 07041

Telephone No.: 973-379-3400

Contact Name: Albert N. Beninato, PE, Executive Vice President

Please check applicable category:

- |   |   |
|---|---|
| <input type="checkbox"/> Minority Owned | <input type="checkbox"/> Minority & Woman Owned |
| <input type="checkbox"/> Woman Owned    | <input checked="" type="checkbox"/> 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.

11/23/05

Taxpayer Identification# 161-006-700/000

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)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
HATCH MOTT MACDONALD, LLC

TRADE NAME:

ADDRESS:  
27 BLEEKER ST  
MILLBURN NJ 07041

SEQUENCE NUMBER:

1169109

EFFECTIVE DATE:

ISSUANCE DATE:

11/01/05

11/23/05

*John E. Tully*  
Director

ORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# State of New Jersey

## Division of Consumer Affairs

State Board of Professional Engineers and Land Surveyors

### THIS CERTIFIES THAT

HATCH MOTT MACDONALD, LLC  
27 BLEEKER STREET  
MILBURN NJ 07041

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

## CERTIFICATE OF AUTHORIZATION

to offer the following services

*Engineering & Land Surveying*

09/01/2008

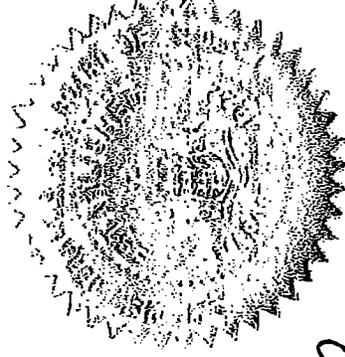
08/31/2010

Person in Responsible Charge

FRANK P FRANDINA

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certprt.pdf>

Date: October 23, 2008  
Certificate No. 24GA28016600  
Expiration: 08/31/2010



A handwritten signature in cursive script, appearing to read "Arthur Ross".

Executive Director

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Please see attached Ownership Disclosure		

SIGNATURE:

*Albert N. Beninato*

Albert N. Beninato, PE

TITLE:

Executive Vice President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

April 6

OF 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

*Kathleen Walsh*  
NOTARY PUBLIC OF *New Jersey*  
MY COMMISSION EXPIRES: 2012

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS QUALIFICATION STATEMENT).**

KATHLEEN FRANCES WALSH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 25, 2012

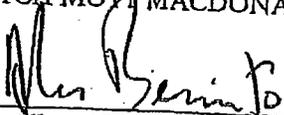
**HATCH MOTT MACDONALD, LLC**

**Ownership Disclosure Statement**

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Hatch Mott MacDonald, LLC, a Delaware limited liability corporation, is a wholly-owned subsidiary of Hatch Mott MacDonald Holdings, Inc., a Delaware corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald NY, Inc., a New York corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald Group, Inc., a Delaware corporation. No natural person has more than a ten percent (10%) ownership interest in Hatch Mott MacDonald Group, Inc.

HATCH MOTT MACDONALD, LLC

By: 

Albert N. Beninato,  
Executive Vice-President

APPENDIX A:

City of Jersey City - Division of Engineering  
RFQ - General Civil Engineering Services 2009-2011

**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 Hatch Mott MacDonald, LLC (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding April 6, 2009** (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 Hatch Mott MacDonald, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Hatch Mott MacDonald, LLC

Signed [Signature] Title: Executive Vice President

Print Name Albert N. Beninato, P.E. Date: April 6, 2009

Subscribed and sworn before me this 1<sup>st</sup> day of April, 2009

My Commission expires: 6/25/2012  
[Signature] (Affiant)  
Albert N. Beninato, P.E.  
(Print name & title of affiant) (Corporate Seal)

**KATHLEEN FRANCES WALSH  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 25, 2012**

**\*\*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.**

**LETTER OF INTENT**

April 7, 2009

Peter Folgado  
Director of Purchasing  
Department of Administration, Division of Purchasing  
City of Jersey City  
1 Journal Square Plaza  
Jersey City, New Jersey 07306

Dear Mr. Folgado:

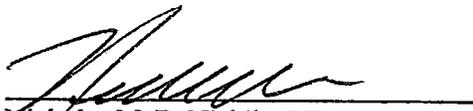
The undersigned, as Respondent, has submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Jersey City ("City"), dated March 2009 in connection with the City's need for a General Civil Engineering Services.

Hatch Mott MacDonald HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. Hatch Mott MacDonald agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. Hatch Mott MacDonald acknowledges that all costs incurred by HMM in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Hatch Mott MacDonald hereby declares that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. Hatch Mott MacDonald declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

Hatch Mott  
MacDonald

6. Hatch Mott MacDonald acknowledges and agrees that the Authority may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Authority shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.
7. Hatch Mott MacDonald acknowledges that any contract executed with respect to the provision of Consulting Engineers must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.



Nicholas M. DeNichilo, PE  
President and Chief Executive Officer  
Hatch Mott MacDonald, LLC  
Dated: April 7, 2009

Certificate Number  
639351

Registration Date: 08/17/2007  
Expiration Date: 08/16/2009



# 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:

Hatch Mott MacDonald **2007** 18E, LLC

**Responsible Representative(s):**  
Nicholas M. DeNichilo, President  
David P. White, Secretary  
Jeffrey T. Hilla, Treasurer

**Responsible Representative(s):**  
Lorene H. Primich, Secretary  
Peter J. Wickers, Secretary

A handwritten signature in black ink, appearing to read "David J. Socolow".

David J. Socolow, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

City Clerk File No. Res. 10-147

Agenda No. 10.R

Approved: MAR 10 2010

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES FOR SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREETS MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 09-151 approved on March 11, 2009, awarded a one-year contract in the amount of \$52,070.00 to Access Control Technologies for security maintenance for Department of Public Works/Division of Buildings and Streets Maintenance; and

**WHEREAS**, the bid specifications provided the City of Jersey City (City) with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of January 2009 to January 2010; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of March 1, 2010 and ending February 28, 2011; and

**WHEREAS**, the total cost of the contract renewal is **\$53,267.61**; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-26-291-311.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Access Control Technologies for security maintenance for the Department of Public Works/Division of Buildings and Streets Maintenance;
- 2) The renewal contract is for a one-year period effective as March 1, 2010 and the total cost of the contract shall not exceed **\$53,267.61**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

*J. A.*  
*3/4/10*

(Continued on Page 2)

City Clerk File No. Res. 10-147

Agenda No. 10-R

TITLE: **MAR 1 0 2010**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES FOR SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-26-291-311 for payment of the above resolution.

Requisition # 0149370

Purchase Order # 99344

Temp.Encumbrancy \$10,000.00

RWH/sb  
February 09, 2010

APPROVED: Rodney W. Hadley APPROVED AS TO LEGAL FORM  
*Rodney W. Hadley, Director, Department of Public Works*  
APPROVED: B. O. Kelly [Signature]  
Business Administrator Corporation Counsel

Certification Required   
Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
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 #

0149370

Assigned PO #

## Requisition

**Vendor**  
ACCESS CONTROL TECHNOLOGIES  
429 GETTY AVENUE  
CLIFTON NJ 07011

**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

**Dept. Ship To**  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

AC005640

**Contact Info**  
JOHN MCGRATH, DIRECTOR  
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL FOR: SECURITY MAINTENANCE-140 MLK DRIVE ( MARY MCLEOD) AND 365 SUMMIT AVENUE ( COURT HOUSE ) *** EXERCISING FIRST OF TWO ONE YEAR OPTION FOR AN ADDITIONAL YEAR***	01-201-26-291-311	10,000.00	10,000.00

CONTRACT TERM :03/01/10 THRU 02/28/11

TOTAL CONTRACT AMOUNT: \$53,267.61

TEMPORARY ENCUMBRANCY : \$10,000.00

C/O'S WILL BE SUBMITTED FROM TIME TO TIME UNTIL  
FULLY ENCUMBERED

ORIGINAL PO 95340  
RESO 09-151, AGENDA 10.S. D/D 03/11/09

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 02/09/2010

Requested By: BAIJNAUTHS

Buyer ID:

Approved By:

*Silendra Bajnauth*  
02/24/10

**This Is Not A Purchase Order**

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN McGRATH  
DIRECTOR OF BUILDINGS & STREET

JERRAMIAH HEALY MAYOR

RODNEY HADLEY  
DEPARTMENT OF PUBLIC WORKS

January 20, 2010

Mr. Tom Stewart, Service Manager  
429 Getty Avenue  
Clifton, New Jersey 07011  
Access Control Technologies



SUBJECT: Security Maintenance  
For: 365 Summit Ave. (Municipal Court) & 140 M.L.K. Dr. (Community Center)  
Re: First Renewal

Dear Mr. Stewart:

Your present maintenance contract to service the security system, cameras, & intercom system within the City of Jersey City is due to expire on February 26, 2010. The provisions of your contract allow the City to renew the contract for 2-one year terms and provides for a price adjustment based on the Consumer Price Index (CPI). This will be the first renewal of your contract.

In accordance with my secretary's conversation with you today, we have requested that the Director of Purchasing renew your contract to cover the period March 1, 2010 to February 28, 2011. We contacted the Bureau of Labor Statistics (202-691-5200) and were informed that over the past year from December 2008 to December 2009 the CPI was 2.3%. Your contract price for last year was \$52,070.00. This amount will be will be adjusted upwards by 2.3% (\$1,197.61) for a total new contract amount of \$53,267.61.

Please confirm these renewal terms in writing.

Also, attached are EEO/Affirmative Action forms which need to be filled out and returned along with your confirmation letter.

Should you have any questions, please feel free to give me a call.

Sincerely,

John McGrath  
Director of Buildings & Streets Maintenance

tj

c: Rodney Hadley, DPW Director  
Silendra Bajjnauth, Fiscal Officer



City of Jersey City  
Department of Public Works  
Division of Buildings & Streets  
575 Route 440  
Jersey City, NJ 07305

Dear Mr. McGrath:

ACT is in receipt of your letter dated January 20<sup>th</sup> regarding the renewal of your maintenance contract on the access control system in your facilities.

ACT accepts the automatic increase and renewal for the term 3/1/2010- 2/28/2011 in the amount of \$53,267.61 which represents an increase of 2.3% or \$1,197.61.

Your new monthly invoice will be \$4,438.97. Should you have any questions, please do not hesitate to contact me at 973-689-0479.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas Stewart", is written in black ink.

Thomas Stewart  
Service Manager

cc:

**Item No. 3:** The bidder agrees to provide off hours emergency service based on the labor rated inserted by the bidder below and in accordance with the terms of Contract. The bidder shall be paid based upon the actual quantity of time used; however, it shall not exceed the estimated quantity without prior written authorization by the City's Acting Director of Purchasing.

Estimate 20 Hours @ \$ 115.00 Per Hour for a total cost of \$ 2,300.00  
(Unit Price) (Total Cost Item 3 in Figures)

One Hundred & Fifteen Dollars Per Hour Two Thousand Three Hundred Dollars  
(Write Unit Price) (Write Total Cost - Item 3)

**GRAND TOTAL - ITEMS 1, 2 AND 3**

Fifty Two Thousand and Seventy Dollars  
(In Writing)

\$ 52,070.00  
(In Figures)

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

X Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises it's option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07308

PURCHASE ORDER NUMBER  
**95340**  
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0143771**  
 BUYER **PUBLICBID**

DATE **02/20/2009** VENDOR NO. **AC005640**

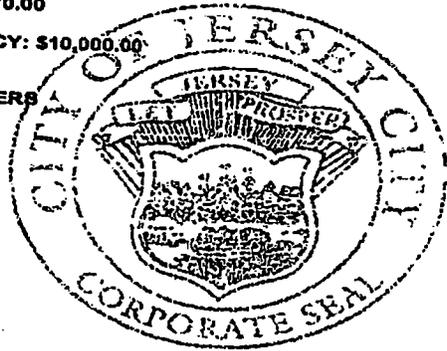
**VENDOR INFORMATION**

**ACCESS CONTROL TECHNOLOGIES**  
**429 GETTY AVENUE**  
**CLIFTON NJ 07011**

**DELIVER TO**

**BUILDING & STREET MAINTENANCE**  
**575 ROUTE 440**  
**ROOM 127**  
**JERSEY CITY NJ 07305**

QUANTITY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	<b>BID</b> <b>SECURITY MAINTENANCE FOR 385 SUMMIT AVENUE (COURT HOUSE) AND 140 MLK DRIVE (MARY MCLEOD BETHUNE LIFE CENTER)</b>  <b>PUBLIC BID</b>  <b>TOTAL BID AMOUNT: \$52,070.00</b>  <b>TEMPORARY ENCUMBRANCY: \$10,000.00</b>  <b>PARTIAL PAYMENT VOUCHERS</b>	01-201-26-291-311	10,000.0000	10,000.0



TAX EXEMPTION NO. **22-6002013**

**PO Total 10,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal officer or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

**APPROVED BY THE PURCHASING AGENT** *[Signature]* **2/20/09**  
 DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS**

**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 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

**EXHIBIT A (Cont)**

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, 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 service contract, one of the following three documents:

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

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

The undersigned vendor further agrees to furnish the required form 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 Switzer SENIOR MGR.  
 Representative's Signature: [Signature]  
 Name of Company: Access Control Technologies, Inc.  
 Tel No.: 973 6890110 Date: 2/1/10

STATE OF NEW JERSEY
DI. PARTMENT OF THE TREASURY

DIVISION OF PUBLIC CONTRACTS EQUAL
EMPLOYMENT OPPORTUNITY COMPLIANCE

Form AA302

Employee Information Report

Form AA302
Rev. 10/03

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

EMPLOYEE INFORMATION REPORT

IMPORTANT: FAILURE TO COMPLETE THIS FORM CORRECTLY MAY DELAY AWARD OF YOUR CONTRACT.
PLEASE PRINT CLEARLY AND LEGIBLY. ALL INFORMATION MUST BE ACCURATE AND COMPLETE.
SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY NO. 23 30124691000
2. TYPE OF BUSINESS: [X] INFO [ ] SERVICE [ ] WHOLESALE [ ] RETAIL [ ] OTHER
3. TOTAL NO. EMPLOYEES IN THE COUNTY COMPANY 36
4. COMPANY NAME: Access Control Technologies, P.N.C.
5. STREET: 458 Getty Ave, CLIFTON, NJ 07011
6. MAKE OF BUILDING: (UNRELATED COMPANY OR HOME, TO PRECISELY)
7. CHECK ONE: [ ] FULL-TIME EMPLOYEES [X] ALL-TIME EMPLOYEES
8. IF APPLICABLE, STATE THE NUMBER OF AWARDS WON BY THIS FIRM AT BIDDING WHICH HAS BEEN AWARDED THE CONTRACT: 36
9. FIRM CONTACT: CITY COUNTY STATE ZIP CODE

10. DATE RECEIVED: DATE RECEIVED:
11. ADDRESS OF CONTRACT: ADDRESS OF CONTRACT:

SECTION B - EMPLOYEE DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Show the appropriate figures on all lines and in all columns. Where there are categories under a race include ALL employees, not just those in minority categories, in column 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Table with columns: JOB CATEGORIES, SEX, RACE, ETHNICITY, and various demographic groups. Rows include: Chief Manager, Professionals, Technicians, Sales Workers, Office & Clerical, Craftworkers (EXC-47), Operations (Hand-skilled), Laborers (Hand-skilled), Service Workers, TOTAL, Total long-term/term part-time, Seasonal (if any), Temporary or Part-time Employees.

13. HOW WAS THE CONTRACT AWARDED? [X] 1. Visual Bids [ ] 2. Request for Proposal [ ] 3. Other (Specify)
14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED? YES [ ] NO [X]
15. DATE, DATE LAST REPORT SUBMITTED:
16. DATES OF PAYROLL PERIOD FROM TO: 1-1-10 TO 1-1-10

17. NAME OF PERSON CONTACTING: SIGNATURE: TITLE: DATE:
18. ADDRESS AND CITY: COUNTY: STATE: ZIP CODE: FIRM, LABEL CODE, NO. OF EMPLOYEES

I certify that the information on this Form is true and correct.
PRINT: DIV. OF PUBLIC CONTRACTS REG. COMPANY: DIV. OF PUBLIC CONTRACTS REG. FIRM: PUBLIC AGENCY, GOLD: VENDOR

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or 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 damage 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 Stewart SERVICE MANAGER  
Representative's Signature: [Signature]  
Name of Company: ACCESS Control Technologies INC  
Tel. No.: 973 689 0450 Date: 2/11/10

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 : ACCESS Control Technologies, INC
Address : 429 Greffy Avenue, Clifton, NJ 07011
Telephone No. : 973-689-0450
Contact Name : Thomas Skunnet Service MWBE

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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 : Access Control Technologies, INC
Address : 429 Getty Ave, Cliffon, NJ 07011
Telephone No. : 973-689-0450
Contact Name : Thomas Stewart

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

X Neither

Definitions

Minority Business Enterprise

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

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

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

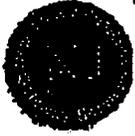
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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

Woman Business Enterprise

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

DIVISION OF EQUAL OPPORTUNITY COPY



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ACCESS CONTROL TECHNOLOGIES INC.  
**Trade Name:**  
**Address:** 429 GETTY AVE  
CLIFTON, NJ 07011  
**Certificate Number:** 0078050  
**Effective Date:** January 22, 1990  
**Date of Issuance:** May 18, 2007

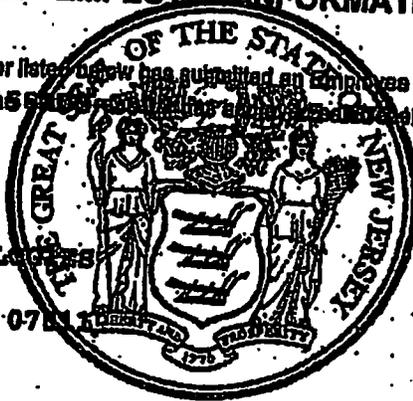
**For Office Use Only:**  
20070518120044053

15022

Certification

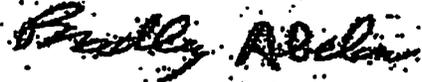
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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



ACCESS CONTROL TECHNOLOGIES  
429 GETTY AVENUE  
CLIFTON

NJ 07011



State Treasurer

Certification 15022

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-AUG-2007~~ ~~15-AUG-2014~~



ACCESS CONTROL TECHNOLOGIES  
429 GETTY AVENUE  
CLIFTON

NJ 07011



Acting State Treasurer

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

City Clerk File No. Res. 10-148

Agenda No. 10.5

Approved: MAR 10 2010

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH SLADE ELEVATORS FOR ELEVATOR MAINTENANCE AT VARIOUS PUBLIC BUILDINGS, FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDING AND STREET MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 08-140 approved on February 27, 2008, awarded a one-year contract in the amount of \$45,372.00 to Slade Elevator for elevator maintenance at various buildings owned by the City of Jersey City (City) for the Department of Public Works/Division of Building and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for up to two additional one-year periods with the renewal contract being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of January 2009 to January 2010; and

**WHEREAS**, Resolution No. 09-127 approved on February 25, 2009, exercised the first option with the contract ending on February 28, 2010; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of March 1, 2010 and ending February 28, 2011; and

**WHEREAS**, the total cost of the contract renewal is \$47,158.20; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-26-291-311.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Slade Elevator for elevator maintenance at various buildings owned by the City of Jersey City for the Department of Public Works/Division of Building and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 1, 2010, and the total cost of the contract shall not exceed \$47,158.20;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal year budget; and

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

(Continued on Page 2)

City Clerk File No. Res. 10-148

Agenda No. 10.5

TITLE: MAR 1 0 2010

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH SLADE ELEVATORS FOR ELEVATOR MAINTENANCE AT VARIOUS PUBLIC BUILDINGS, FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDING AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-26-291-311 for payment of the above resolution.

Requisition # 0149372

Purchase Order # 99345

Temp.Encumbrancy \$10,000.00

RWH/sb  
February 09, 2010

APPROVED: Rodney W. Hadley

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
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 #
0149372

Assigned PO #

**Vendor**  
 SLADE INDUSTRIES INC  
 1101 BRISTOL ROAD  
 MOUNTAINSIDE NJ 07092

SL508250

**Requisition**

**Dept. Bill To**  
 BUILDING & STREET MAINTENANCE  
 575 ROUTE 440  
 ROOM 127  
 JERSEY CITY NJ 07305

**Contact Info**  
 JOHN MCGRATH, DIRECTOR  
 2015474432

**Dept. Ship To**  
 575 ROUTE 440  
 ROOM 127  
 JERSEY CITY NJ 07305

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL FOR	01-201-26-291-311	10,000.00	10,000.00

ELEVATOR MAINTENANCE AT VARIOUS CITY BUILDINGS

\*\*\* EXERCISING FINAL OPTION TO RENEW FOR AN ADDITIONAL YEAR \*\*\*

CONTRACT TERM: 03/01/10 THRU 02/28/11

TOTAL CONTRACT AMOUNT : \$47,158.20  
 TEMPORARY ENCUMBRANCY: \$10,000.00

C/O'S WILL BE SUBMITTED FROM TIME TO TIME UNTIL FULLY ENCUMBERED

ORIGINAL PO 90782, RESO # 08-140  
 DATED : 02/27/08, AGENDA # 10.Z.12

1ST RENEWAL PO # 95295, RESO # 09-127  
 DATED: 02/25/09, AGENDA # 10.Q.

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 02/09/2010  
 Requested By: BALJNAUTHS  
 Buyer Id:

Approved By:

*Silendra Baijnauth*  
 02/24/10

**This Is Not A Purchase Order**

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN Mc GRATH  
DIRECTOR OF BUILDINGS & STREET

JERRAMIAH HEALY MAYOR

RODNEY HADLEY  
DEPARTMENT OF PUBLIC WORKS



January 20, 2010

Mr. Bob Alviggi  
Slade Elevator Industries, Inc.  
1101 Bristol Road  
Mountainside, New Jersey 07092

SUBJECT: Elevator Maintenance Contract  
Project No. 2008-005  
Re: Final Renewal

Dear Mr. Alviggi:

Your present maintenance contract to service the elevators within the City of Jersey City is due to expire on February 28, 2010. The provisions of your contract allow the City to renew the contract for 2-one year terms and provides for a price adjustment based on the Consumer Price Index (CPI). This will be the final renewal of your contract.

In accordance with my secretary's conversation with you today, we have requested that the Director of Purchasing renew your contract to cover the period March 1, 2010 to February 28, 2011. We contacted the Bureau of Labor Statistics (202-691-5200) and were informed that over the past year from December 2008 to December 2009 the CPI was 2.3%. Your contract price for last year was \$46,097.95. This amount will be will be adjusted upwards by 2.3% (\$1,060.25) for a total new contract amount of \$47,158.20.

Please confirm these renewal terms in writing.

Also, attached are EEO/Affirmative Action forms which need to be filled out and returned along with your confirmation letter.

Should you have any questions, please feel free to give me a call.

Sincerely,

  
John McGrath  
Director of Buildings & Streets Maintenance

tw

c: Rodney Hadley, DPW Director  
Silendra Bajnauth, Fiscal Officer



February 23, 2010

City of Jersey City  
Department of Public Works  
575 Route 440  
Jersey City, NJ 07305  
Attn: John McGrath

RE: Elevator Maintenance Contract  
Project # 2008-005  
Initial Renewal

Dear Mr. McGrath:

I am in possession of your letter dated January 20, 2010 concerning the renewal of the above note contract. Slade Industries Inc. agrees and accepts the conditions of the renewal.

Sincerely:

Robert Alviggi  
Government Sales



**CITY OF JERSEY CITY**  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

*ALL  
06/12/09  
12:28 PM*

PURCHASE ORDER NUMBER  
**95295**

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

**PURCHASE ORDER & VOUCHER**

REQUISITION # 0144226  
BUYER RESOLUTION

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE	VENDOR NO.
02/18/2009	SL508250

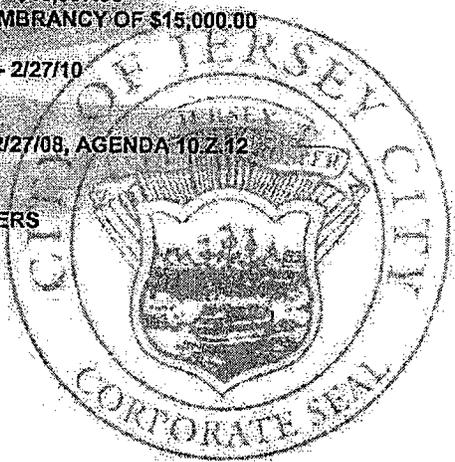
**VENDOR INFORMATION**

**SLADE INDUSTRIES INC**  
1101 BRISTOL ROAD  
MOUNTAINSIDE NJ 07092

**DELIVER TO:**

**BUILDING & STREET MAINTENANCE**  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SER	RENEWAL OF CONTRACT  THIS ENCUMBRANCY IS AN RENEWAL FOR: ELEVATOR MAINTENANCE  TOTAL RENEWAL AMOUNT= \$46,097.95 WITH A TEMPORARY ENCUMBRANCY OF \$15,000.00  CONTRACT PERIOD: 3/1/09 - 2/27/10  INITIAL PO - 90782 RESO 08-140, APPROVED 02/27/08, AGENDA 10.Z.12  PARTIAL PAYMENT VOUCHERS	01-201-26-291-311	15,000.0000	15,000.00



2009 JUN 12 PM 11 20  
 DEPT. OF PUBLIC WORKS  
 DIRECTOR'S OFFICE  
 FISCAL OFFICE

TAX EXEMPTION NO. 22-6002013

PO Total 15,000.00

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

*Klein B...*  
VENDOR SIGN HERE

*Office Manager*  
OFFICIAL POSITION  
*5/27/09*  
DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

*John M. ...*  
TITLE OR POSITION  
DATE

*5/18/09*  
APPROVED BY THE PURCHASING AGENT  
DATE

*5/12/09*  
APPROVED BY ACCOUNTS & CONTROL  
DATE

Original Copy

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS**

## 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)**

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, 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 service contract, one of the following three documents:

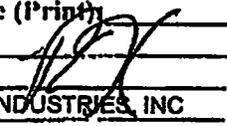
Letter of Federal Affirmative Action Plan Approval  
 Certification of Employee Information Report  
 Employee Information Report Form AA302

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

The undersigned vendor further agrees to furnish the required form 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)  
 RYAN KRAVEN  
 Representative's Signature:   
 Name of Company: SLADE INDUSTRIES, INC  
 Tel. No.: 908 654 5300 Date: 2/1/10

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 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 damage 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.

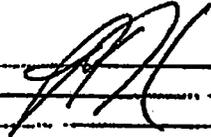
Representative's Name/Title Print: RYAN KRAVEN, PRESIDENT

Representative's Signature: \_\_\_\_\_

Name of Company: SLADE INDUSTRIES, INC

Tel. No.: 908 654 5300

Date: 2/1/10



Certificate Number  
653542

Registration Date: 09/27/2008  
Expiration Date: 08/26/2010



# 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:

Responsible Representative(s):  
Christopher Todd, President

A handwritten signature in black ink, appearing to read "David J. Socolow".

David J. Socolow, Commissioner  
Department of Labor and Workforce Development

Responsible Representative(s):  
John Impellezzeri, Vice-President

# 2008

State Inquiries

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

**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 : SLADE INDUSTRIES, INC

Address : 1101 BRISTOL ROAD, MOUNTAINSIDE, NJ 07092

Telephone No. : 908 654 5300

Contact Name : ROBERT ALVIGGI

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.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 322  
TRENTON, N.J. 08646-0222

TAXPAYER NAME:  
SLADE INDUSTRIES, INC.

ADDRESS:  
47 SPRUCE AVE  
RIDGEFIELD PARK NJ 07860  
EFFECTIVE DATE:  
10/08/88

TRADE NAME:  
SLADE ELEVATOR  
SEQUENCE NUMBER:  
1138790

ISSUANCE DATE:  
04/04/05

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

*J.P. S. Tully*

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08635

The person, partnership or corporation listed below is hereby authorized to collect:  
NEW JERSEY SALES & USE TAX  
pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is effected.  
SLADE INDUSTRIES, INC.  
SLADE ELEVATOR  
47 SPRUCE AVE  
RIDGEFIELD PARK NJ 07660

Tax Registration No.: 222-939-964/000  
Tax Effective Date: 12-01-88  
Document Locator No.: 10000216350  
Date Issued: 04-04-05

*Pat J. Simpson*

Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 12148

**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 April 2012 to 15 April 2012**



**SLADE INDUSTRIES INC.  
1101 BRISTOL ROAD  
MOUNTAINSIDE**

**NJ 07093**



A handwritten signature in black ink, written over a horizontal line.

**State Treasurer**

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

City Clerk File No. Res. 10-149

Agenda No. 10.T

Approved: MAR 10 2010

TITLE: **RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED TWO (2) MONTHS EFFECTIVE AS OF MARCH 1, 2010 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., MAVERICK BUILDING SERVICES, INC., AND STATEWIDE SANITATION SERVICES CORP. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) accepted bid proposals on July 30, 2009 for janitorial services; and

**WHEREAS**, Resolution 09-610, approved on July 29, 2009, extended the janitorial service contracts for an additional four (4) months effective as of July 1, 2009 through October 31, 2009 while the City evaluated the bid proposals; and

**WHEREAS**, Resolution 09-935, approved on November 10, 2009, extended the janitorial service contracts for an additional two (2) months effective as of November 1, 2009 through December 31, 2009 while the City was still evaluating bid proposals ; and

**WHEREAS**, Resolution 10-017, approved on January 13, 2010, extended the janitorial service contracts for an additional two (2) months effective as of January 01, 2010 through February 28, 2010 because of the amount of time it has taken to do the background checks of the vendor's employees ; and

**WHEREAS**, the awarding resolution was withdrawn from the February 24, 2010 Council meeting because City Council Members needed to review the various sites and total contract amount of the janitorial contract ; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed two(2) months effective March 1, 2010 while the City completes its review of the bid proposals and awards new contracts; and

**WHEREAS**, these contract extensions increase the original contract amounts by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of 20%; and

**WHEREAS**, the total cost of the contract extensions for two months is \$42,100.00 and these funds are available in Account No. **10-01-201-26-291-314**; and

Vendor:	Location:	Ext. Amt:
Chuk's Professional Cleaning, Inc.	<b>Block 1:</b> - Police HDQ- 8 Erie Street - Economic Assistance, 121 Newark Ave. - Health Clinic, 115 Christopher Col. Dr.	\$6,000.00
Chuk's Professional Cleaning, Inc	<b>Block 3:</b> - South District, 191 Bergen Avenue - Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av	\$4,000.00
Chuk's Professional Cleaning, Inc	<b>Block 5:</b> - West District, 576 Communipaw Ave. - Juvenile Bureau, 130 Cator Ave.	\$3,000.00
Chuk's Professional Cleaning, Inc	<b>Block 10:</b> - One Journal Square Plaza	\$4,000.00
Chuk's Professional Cleaning, Inc	<b>Block 11:</b> - Human Resources, 201 Cornel. Ave.	\$4,000.00
Chuk's Professional Cleaning, Inc	<b>Block 12:</b> - Public Works Compound, Route 440	\$8,000.00
Chuk's Professional Cleaning, Inc	<b>Block 13:</b> - Community Police & Housing Code, 325 Palisade Ave. - Paterson St. Ctr; 28 Paterson Street	\$3,000.00
Maverick Building Services	<b>Block 4:</b> - East District, 207 – 7 <sup>th</sup> Street - Fire HDQ, 465 Marin Blvd.	\$5,100.00

Continued on page 2

City Clerk File No. Res. 10-149Agenda No. 10.TTITLE: MAR 1 0 2010

**RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED TWO(2) MONTHS EFFECTIVE AS OF MARCH 1, 2010 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., MAVERICK BUILDING SERVICES, INC., AND STATEWIDE SANITATION SERVICES CORP. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

Statewide Sanitation Service	<b>Block 9:</b> - Police Academy, Ft. of Chapel Ave. - Caven Pt. Recr Facility, 1 Chapel Ave. - Car Pound, 100 Phillips Street	\$5,000.00
<b>TOTAL EXTENSION AMOUNT</b>		<b>\$42,100.00</b>

<b>Vendor:</b>	<b>Locations:</b>	<b>Purchase Order #</b>	<b>Amount</b>
Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109	<b>Block #s :</b> 1, 3, 5, 10, 11, 12, 13	96921	\$32,000.00
Maverick Building Services 22 Chestnut St. Rutherford, NJ 07070	<b>Block #:</b> 4	96922	\$5,100.00
Statewide Sanitation Service 86 Washington St, West Orange, NJ 07052	<b>Block #:</b> 9	97004	\$5,000.00
			<b>\$ 42,100.00</b>

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

1. The extensions of contracts with Chuk's Professional Cleaning, Inc, Maverick Building Services Inc, and Statewide Sanitation Services Corp. for providing janitorial services for various buildings throughout the City on a month to month basis not to exceed two months effective as of March 1, 2010 are approved;
2. The total cost of the contract extensions shall not exceed the sum of \$42,100.00; and
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.

**Continued on page 3**

City Clerk File No. Res. 10-149

Agenda No. 10.T MAR 10 2010

TITLE: **RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED TWO(2) MONTHS EFFECTIVE AS OF MARCH 1, 2010 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., MAVERICK BUILDING SERVICES, INC., AND STATEWIDE SANITATION SERVICES CORP. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

Chuk's Professional , Requisition # 0146063 , PO # 96921

Maverick Building Services , Requisition # 0146065 , PO # 96922

Statewide Sanitation , Requisition # 0146060 , PO # 97004

I, Donna Mauer (Donna Mauer), Chief Financial officer certify that there are sufficient funds available for the payment in Account No. 10-01-201-26-291-314.

J.A. 3/4/10

RWH/sb  
March 02 , 2010

APPROVED: Rodney W. Hadley  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: D. O'Keefe  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											3/10/10
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
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

Chub

## 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): Crystal Dodson  
 Administrative Assistant  
 Representative's Signature: [Signature]  
 Name of Company: Chuks Professional  
Cleaning, Inc.  
 Tel No 973-159-0014 Date: 3/1/10

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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: Cynthia Dodson / Administrative Assistant  
Representative's Signature: [Signature]  
Name of Company: Chick's Professional Cleaning, Inc.  
Tel. No.: 973-759-0014 Date: 3/1/10

**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 :

Chuck's Professional Cleaning, Inc.

Address :

109 Washington Ave. Belleville, NJ 07109

Telephone No. :

973-759-0014

Contact Name :

Livinus Mbamara

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**

# STATE OF NEW JERSEY Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N J 08646

The person, partnership or corporation named below is hereby authorized to collect  
**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein  
This authorization is null and void if any change of ownership or address is effected.



Director, Division of Taxation

**CHUKS PROFESSIONAL CLEANING INC**  
**8 DAVIDSON ST**  
**BELLEVILLE NJ 07109**

Tax Registration No.: **XXX-XXX-256/000**

Tax Effective Date **03-09-06**

Document Locator No. **C000225408**

Date Issued **03-20-06**

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
PO BOX 262  
TRENTON, N J 08646-0262

TAXPAYER NAME:

**CHUKS PROFESSIONAL CLEANING INC**

TRADE NAME:

ADDRESS:

**8 DAVIDSON ST**  
**BELLEVILLE NJ 07108**

SEQUENCE NUMBER:

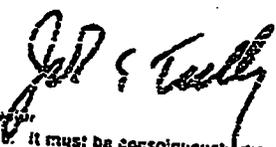
**1219891**

EFFECTIVE DATE:

**08/18/02**

ISSUANCE DATE:

**03/13/06**



FORM-BRC(08-01)

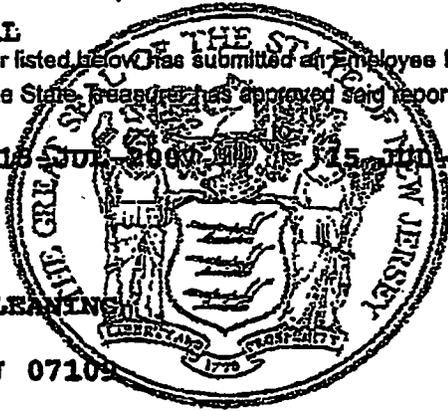
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2009 to 15-JUL-2014



**CHUKS PROFESSIONAL CLEANING**  
**8 DAVIDSON STREET**  
**BELLEVILLE NJ 07109**



*Bridley Abela*

State Treasurer

**JON S. CORZINE**  
*Governor*



**DAVID ROUSSEAU**  
*State Treasurer*

# **CERTIFIED**

*by the*

**Department of the Treasury  
Division of Minority and Women Business Development**

*under the*

**Small Business Set-Aside Act**

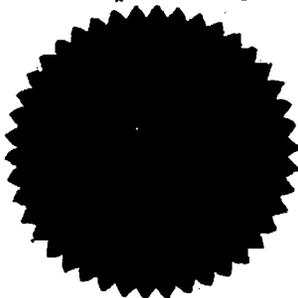
**and**

**Women and Minority Certification Program**

**This certificate acknowledges CHUKS PROFESSIONAL CLEANING INC is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.**

This certification will remain in effect for three years. Annually, the business must submit, not more than 20 days prior the anniversary of the certification, annual verification statement, in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



  
**Francis E. Blanco**  
*Director*

**Certificate Number: 51182-21**

**Issued: December 28 2009**

**Expiration: December 27, 2012**

JON S. CORZINE  
Governor



DAVID ROUSSEAU  
State Treasurer

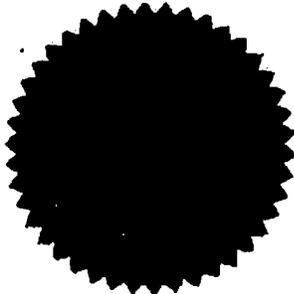
## APPROVED

*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 **CHUKS PROFESSIONAL CLEANING INC** as a Category 1 & 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: 51225-21

Issued: January 4, 2010

*Nina E. Moseley*  
Nina E. Moseley  
Senior Director

Expiration: January 3, 2013

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

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

Representative's Name/Title (Print): Robert Karp

Representative's Signature: R. Karp

Name of Company: Maverick Building Services, Inc.

Date: 201-929-2611 Date: Feb. 25, 2010

**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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Robert Karp  
Representative's Signature: R. Karp  
Name of Company: Maverick Building Services, Inc.  
Tel. No.: 201-939-2611 Date: Feb. 25, 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 : Maverick Building Services, Inc.  
Address : 22 Chestnut Street Rutherford NJ 07070  
Telephone No. : 201-939-2611  
Contact Name : Robert Karp

Please check applicable category :

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

#### Definitions

##### Minority Business Enterprise

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

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

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

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

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

##### Woman Business Enterprise

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

**DIVISION OF PURCHASING COPY**

JON S. CORZINE  
*Governor*



Virginia Bauer  
*Chief Executive Officer/Secretary*

## CERTIFIED

*by the*

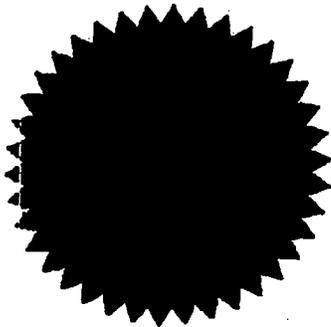
**NEW JERSEY COMMERCE & ECONOMIC GROWTH COMMISSION  
OFFICE OF DEVELOPMENT FOR SMALL BUSINESS  
AND WOMEN AND MINORITY BUSINESSES**

*under the*

**UNIFIED CERTIFICATION ACT**

This certificate acknowledges **MAVERICK BUILDING SERVICES INC** is a MBE 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: 40354-22**

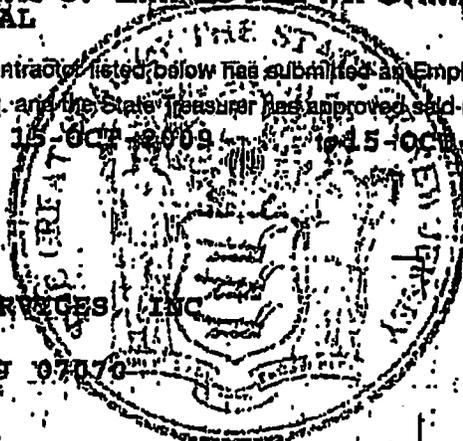
**Issued: February 22 2008**

**Expiration: February 21, 2013**

Certification : 17549

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-OCT-2009~~ to ~~15-OCT-2012~~



**MAVERICK BUILDING SERVICES, INC.**  
**22 CHESTNUT ST.**  
**RUTHERFORD**

**NJ 07070**



A handwritten signature in black ink, appearing to read 'Andrew P. Sideman-Eristoff'.

**Andrew P. Sideman-Eristoff**  
**Acting State Treasurer**

08/23/04

Taxpayer Identification# 222-713-139/000

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)292-1730.

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 382  
TRENTON, N J 08646-0252

TAXPAYER NAME:

MAVERICK BUILDING SERVICES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-713-139/000

SEQUENCE NUMBER:

0509196

ADDRESS:

22 CHESTNUT ST  
RUTHERFORD NJ 07070

ISSUANCE DATE:

08/23/04

EFFECTIVE DATE:

05/29/88

FORM-BRC(08-01)

*John E. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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

City Clerk File No. Res.10-150  
 Agenda No. 10.U  
 Approved: MAR 10 2010



TITLE: **RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED TWO MONTHS EFFECTIVE AS OF MARCH 1, 2010 OF A CONTRACT WITH STATEWIDE SANITATION SERVICES, FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) accepted bid proposals on July 30, 2009 for janitorial services; and

**WHEREAS**, Resolution 09-611, approved on July 29, 2009, extended the janitorial service contracts for an additional four (4) months effective as of July 1, 2009 through October 31, 2009 while the City evaluated the bid proposals; and

**WHEREAS**, Resolution 09-936, approved on November 10, 2009, extended the janitorial service contracts for an additional two (2) months effective as of November 1, 2009 through December 31, 2009 while the City was still evaluating bid proposals; and

**WHEREAS**, Resolution 10-017, approved on January 13, 2010 extended the janitorial service contracts for an additional two (2) months effective as of January 1, 2010 through February 28, 2010 because of the amount of time it has taken to do the background checks of the vendor's employees ; and

**WHEREAS**, the resolution awarding the contract was withdrawn from the February 24, 2010 Council meeting because City Council Members needed to review the various sites and total contract amount of the janitorial contract; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed two (2) months effective March 1, 2010 while the City completes its review of the bid proposals and awards a new contract; and

**WHEREAS**, the total cost of the contract extension for two months is \$20,000.00; and

<b>Vendor:</b>	<b>Locations:</b>	<b>Purchase Order #</b>	<b>Amount</b>
Statewide Sanitation Services Corp. 86 Washington St, West Orange, NJ 07052	- City Hall - North District - Municipal Court & Violations - Mini Precinct	<u>96920</u>	\$10,000.00
		<b><u>Temporary Encumbrance</u></b>	<b><u>\$ 10,000.00</u></b>

**WHEREAS**, this contract extension increase the original contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of 20%; and

**WHEREAS**, these funds are available in Account No. **10-01-201-26-291-314**.

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

(Continued on page 2)

City Clerk File No. Res. 10-150

Agenda No. 10.U

**MAR 10 2010**

TITLE:

**RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED TWO MONTHS EFFECTIVE ON MARCH 1, 2010 OF A CONTRACT WITH STATEWIDE SANITATION SERVICES, INC. FOR PROVIDING JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREETS MAINTENANCE**

1. The extension of a contract with Statewide Sanitation Services Corp. for providing janitorial services at various buildings throughout the City on a month to month basis not to exceed two months effective March 1, 2010 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$20,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment in Account No. 10-01-201-26-291-314.

Requisition # 0146057

Account # 10-01-201-26-291-314

Purchase Order # 96920

RWH / sb  
March 02, 2010

*J.A. 3/9/10*

APPROVED: *Rodney W. Hadley*  
Rodney W. Hadley, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: *B. O. Kelly*  
Business Administrator

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

Certification Required

Not Required

APPROVED **8-0**  
3/10/10

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			ABSENT
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

*Statewide*

## 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.

10/21/2009 09:51 FAX 2015475579

**EXHIBIT A (Cont)**

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, 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 service contract, one of the following three documents:

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

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

The undersigned vendor further agrees to furnish the required form 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):

SACR BUCERA / President

Representative's Signature:

Name of Company: State de Simulation Inc.

Tel. No.: 973-324-9971 Date: 10/21/09

10/21/2009 09:53 FAX 2015475579

BUILDINGS&STREET&MAINTEN

012/016

**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 1999 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage 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 forward or have forwarded to the contractor every demand, complaint, notice, summons,

expensively...  
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: Janet Bevecca / President  
Representative's Signature: [Signature]  
Name of Company: Statewide Sanitation Services  
Tel. No.: 971-324-9991 Date: 10/1/09

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08648-0252

TAXPAYER NAME:

STATEWIDE SANITATION SERVICES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

009-377-370/000

SEQUENCE NUMBER:

0133087

ISSUANCE DATE:

09/02/04

ADDRESS:

88 WASHINGTON STREET  
WEST ORANGE NJ 07052

EFFECTIVE DATE:

12/22/92

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable (It must be conspicuously displayed at above address)

Adm Director

*John S. Tully*

10/27/2005 10:41 3732433395

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

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

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

Business Name : Statewide Sanitation Services  
Address : 26 Washington Street West Orange, N.J. 07052  
Telephone No. : 973-324-9991  
Contact Name : Jac C Buerra

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.

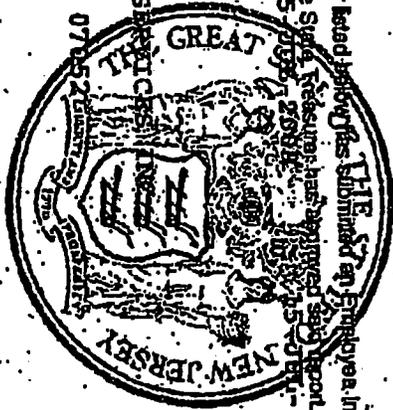
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 43767

This is to certify that the contractor listed below has submitted an Employer 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 days from 10/22/2009 to 11/06/2009.

STATEWIDE SANITATION SERVICES, INC.  
86 WASHINGTON ST.  
WEST ORANGE

NY 07052



State Treasurer

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

City Clerk File No. Res. 10-151  
 Agenda No. 10.V  
 Approved: MAR 10 2010  
 TITLE:



**RESOLUTION RESCINDING RESOLUTION 10-093 APPROVED ON FEBRUARY 10, 2010 AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY PUBLIC LIBRARY FOR THE PERFORMANCE OF SERVICES FOR ONE ANOTHER**

COUNCIL offered and moved adoption of the following resolution:

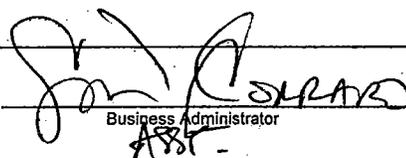
**WHEREAS**, Resolution 10-093 approved on February 10, 2010 authorized the Jersey City Public Library (Library) and the City of Jersey City (City) to enter into a Shared Services Agreement pursuant to the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq; and

**WHEREAS**, the Shared Services Agreement would permit the City and the Library to utilize the expertise of each others employees to perform services including services related to labor relations; and

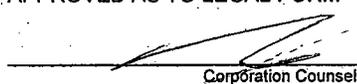
**WHEREAS**, the City and the Library no longer desire to proceed with a Shared Services Agreement.

**NOW, THEREFORE, Be It Resolved** by the Municipal Council of the City of Jersey City that Resolution 10-093 approved on February 10, 2010 and authorizing a Shared Services Agreement between the City of Jersey City and the Jersey City Public Library is hereby rescinded.

RR  
3-4-10

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
 Business Administrator  
 ASST -  
 Corporation Counsel

Certification Required

Not Required

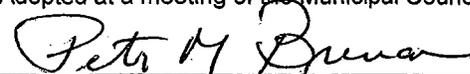
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
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. 10-152

Agenda No. 10.W

Approved: MAR 10 2010



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIRBRAKE & EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT PARTS OR APPROVED EQUAL TO THE DEPARTMENT OF PUBLIC WORKS/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 Furnishing and Delivering Heavy Equipment Parts or Approved Equal pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole bid being from **Airbrake & Equipment, 225 Route 22W, Hillside, New Jersey 07205** in the total bid amount of **Four Hundred Thirty Thousand, Four Hundred Ninety Two (\$430,492.85) Dollars and Eighty Five Cents**; and

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

**WHEREAS**, the term of this contract shall be for one (1) year after award of contract with an option to extend the contract with the same terms and conditions for a one (1) year period at the request of the City in accordance with N.J.S.A. 40A:11-15 permitting a term for two (2) years.

**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 **\$250,000.00**; and,

**WHEREAS**, the sum of **Fifteen Thousand (\$15,000.00) Dollars** is available in the 2010 temporary budget; and

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

**Department of Public Works/Automotive Maintenance**

**Acct. No. 01-201-26-315-210      P.O. NO. 99329      Amount \$15,000.00**

**WHEREAS**, the remaining contract funds will be made available in the 2010 and 2011 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010 and 2011 temporary and permanent budget; and

**WHEREAS**, if funds are not available for the contract in the 2010 and 2011 temporary and permanent budgets; this award will be null and void.

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

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, 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

City Clerk File No. Res. 10-152

Agenda No. 10.W

TITLE:

**MAR 10 2010**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIRBRAKE & EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT PARTS OR APPROVED EQUAL TO THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE MAINTENANCE**

**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

Department of Public Works/Automotive Maintenance  
Acct. No. 01-201-26-315-210 P.O. NO. 99329 Amount \$15,000.00

**APPROVED**  
Peter Folgado, Acting Purchasing Director

APPROVED: Adrienne Rodley  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								3/10/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
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 AIRBRAKE & EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT PARTS OR APPROVED EQUAL TO THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department 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:**

February 9, 2010

**NUMBERS OF BIDS RECEIVED:**

One (1)

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

Furnishing and Delivering Heavy Equipment Parts for the maintenance of City vehicles

**BIDDER'S INFORMATION:**

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

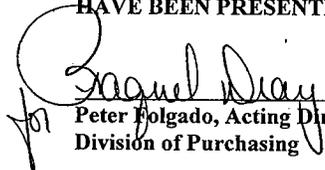
	Grand Total Bid Price
1) Airbrake & Equipment 225 Route 22 West Hillside NJ 07205	\$430,492.85

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

Date

3/3/10

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED

  
for Peter Folgado, Acting Director  
Division of Purchasing

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

**Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

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

## 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):  
WILLIAM WHITE MANAGER  
Representative's Signature: [Signature]  
Name of Company: AIR BRAKE & EQUIPMENT  
973-926-0166 2/8/10  
Tel. No.: \_\_\_\_\_ Date: \_\_\_\_\_

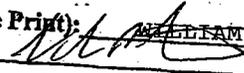
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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 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: WILLIAM WHITE MANAGER  
Representative's Signature:   
Name of Company: AIR BRAKE & EQUIPMENT  
Tel. No.: 973-926-0166 Date: 2/8/10

**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 : AIR BRAKE & EQUIPMENT  
Address : 225 RT 22 WEST HILLSIDE; N.J. 07205  
Telephone No. : 973-926-0166  
Contact Name : WILLIAM WHITE

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING**

**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 : AIR BRAKE & EQUIPMENT  
Address : 225 RT 22 WEST HILLSIDE, N.J. 07205  
Telephone No. : 973-926-0166  
Contact Name : WILLIAM WHITE

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**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 280  
TRENTON, NJ 08646-0280

TAXPAYER NAME:

APPELLONIA, INCORPORATED

TAXPAYER IDENTIFICATION#:

22-124-9041000

ADDRESS:

225 RT 22 W

MILLSIDE NJ 07061

EFFECTIVE DATE:

10/29/76

TRADE NAME:

BRAKE & EQUIPMENT

PERMIT NUMBER:

1176

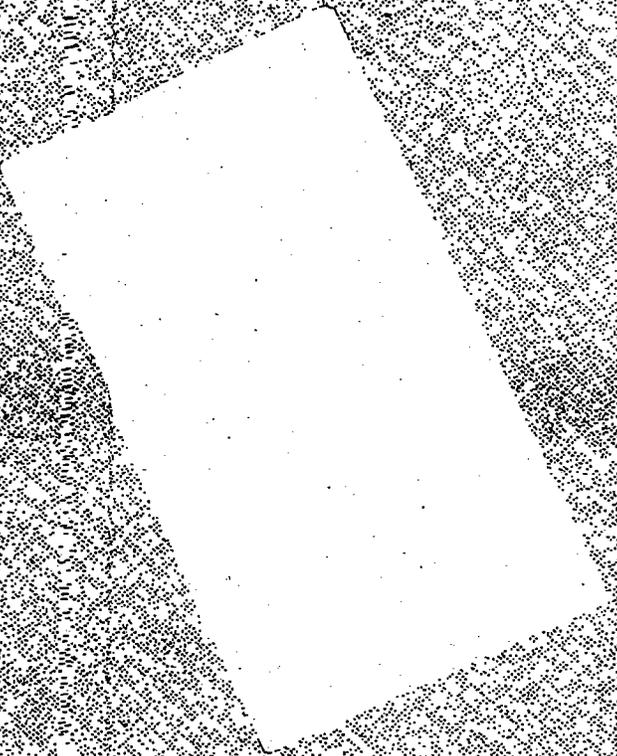
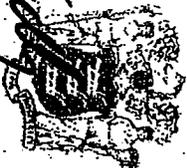
ISSUANCE DATE:

05/23/03

This Certificate is NOT assignable by transferable. It must be reissued by the Director of the Division of Revenue at the address shown above.

Active Director

*[Handwritten Signature]*



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

City Clerk File No. Res. 10-153

Agenda No. 10.X

Approved: MAR 10 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LAWMAN SUPPLY,  
FOR FURNISHING AND DELIVERING AMMUNITION FOR THE JERSEY CITY  
POLICE DEPARTMENT UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

**COUNCIL**

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

**WHEREAS**, there exists a need for **Ammunition** for the Department of Police; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

**WHEREAS**, **Lawman Supply, 5521 White Horse Pike, Egg Harbor City, New Jersey** being in possession of State Contract A73992, will furnish and deliver **Ammunition to the Jersey City Police Department** in the total amount of **Thirty Two Thousand, Eight Hundred Fifty Four Dollars and (\$32,854.50) Fifty Cents**; and

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

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

**Police Department**

<b>Acct. No. 01-201-25-240-218</b>	<b>P.O. No. 99202</b>	<b>Amount \$32,854.50</b>
------------------------------------	-----------------------	---------------------------

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Lawmen Supply**, 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 be it further

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

(Continued on page 2)

City Clerk File No. Res. 10-153

Agenda No. 10.X

MAR 10 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LAWYERS SUPPLY FOR FURNISHING AND DELIVERING AMMUNITION, TO THE JERSEY CITY DEPARTMENT OF POLICE UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

**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. 01-201-25-240-218

Police Dept.

Acct. No. 01-201-25-240-218 P.O. No. 99202 Amount \$32,854.50

Peter Folgado, Acting City Purchasing Director

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LAW MEN SUPPLY COMPANY OF NEW JERSEY, INC.  
**Trade Name:**  
**Address:** 5521 WHITE HORSE PIKE  
EGG HARBOR CITY, NJ 08215  
**Certificate Number:** 0071847  
**Effective Date:** January 12, 1984  
**Date of Issuance:** February 08, 2010

**For Office Use Only:**

20100208141842834

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

City Clerk File No. Res. 10-154

Agenda No. 10.Y

Approved: MAR 10 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIMENSION DATA FOR PROVIDING THE CITY WITH VOICE OVER IP PHONE SYSTEM FOR THE DEPARTMENT OF ADMINISTRATION/DIV OF INFORMATION AND TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

**COUNCIL**

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

**WHEREAS**, there exists a need for the **Department of Administration/Division of Information and Technology**; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts without public bidding; and

**WHEREAS**, Dimension Data, 100 Motor Pkwy Ste 158 , Happaage, New York 11788 being in possession of **State Contract Number A73979**. Will provide the City with Voice Over IP Phone System in the total amount of **One Hundred Eleven Thousand, Three Hundred Fifteen Dollars and Seventy Five Cents (\$111,315.75)** and;

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

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

**Police Department**

<b>Acct. No.</b>	<b>P.O. No.</b>	<b>S.C. No.</b>	<b>Amount</b>
04-215-55-868-990	99340	A73979	\$111,315.75

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

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, 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 Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continue on Page 2)

MAR 10 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIMENSION DATA FOR PROVIDING THE CITY WITH VOICE OVER IP PHONE SYSTEM FOR THE DEPARTMENT OF ADMINISTRATION/DIV OF INFORMATION AND TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

**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 the account shown below;

Police Department	Acct. No.	P.O. No.	S.C. No.	Amount
	04-215-55-868-990	99340	A73979	\$111,315.75

Peter Folgado, Acting Purchasing Director

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								3/10/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
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



**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 Dimension Data North America Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Dimension Data North America Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: DIMENSION DATA NORTH AMERICA INC.

Signed: [Signature] Title: SVP + GC

Print Name: MARK S KRISTANSEN Date: 8/10/09

Subscribed and sworn before me  
this 10<sup>th</sup> day of August, 2009  
My Commission expires: 7/30/2010

[Signature]  
Kenneth K. [Name] (Affiant)  
(Print name & title of affiant) (Corporate Seal)

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
DIMENSION DATA US II INC.	11006 RUSHMORE DR. SUITE 300 CHARLOTTE NC 28277

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: Dimension Data North America Inc  
 Signed: [Signature] Title: SVP/OC  
 Print Name: MARK S KRISTANIC Date: 6/2/09

Subscribed and sworn before me this <u>10<sup>th</sup></u> day of <u>August</u> , 2009	<u>[Signature]</u> (Affiant)
My Commission expires: <u>7/30/2010</u>	<u>Jane M. Nether</u> Notary Public (Print name & title of affiant) (Corporate Seal)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DIMENSION DATA NORTH AMERICA, INC.  
**Trade Name:**  
**Address:** 11006 RUSHMORE DR. STE 300  
CHARLOTTE, NC 28277  
**Certificate Number:** 0108615  
**Effective Date:** November 09, 2000  
**Date of Issuance:** February 23, 2010

**For Office Use Only:**  
20100223160412049

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

City Clerk File No. Res. 10-155

Agenda No. 10.Z

Approved: MAR 10 2010



TITLE: **RESOLUTION CONGRATULATING  
ED HAZELETT  
On Being Chosen the 2010 "Irishman of the Year"  
By the Friendly Sons of St. Patrick**

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

**WHEREAS, Ed Hazelett** traces his Irish ancestry back to County Tyrone on his father's side of the family and to County Cork on his mother's side. In both cases, it was his great-grandparents who embarked on the journey of immigration; and

**WHEREAS, Ed Hazelett** was born and raised in the Jersey City Heights and attended St. Nicholas Grammar school. He is a 1968 graduate of Bishop Eustace Prep in Pennsauken, N.J. Ed continued his education at Georgetown University, where he earned B.A. in English in 1973; and

**WHEREAS, Ed Hazelett** has been employed as an operations supervisor with Sysco Foods of Metro New York for the past 26 years; and

**WHEREAS, Ed Hazelett** volunteers his time and energy to The Jersey City Soccer Association and has been a member of this youth organization for 25 years. Ed Hazelett has coached numerous teams within this organization ranging in ages from 18 to 19 years of age; and

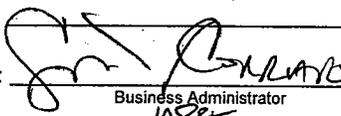
**WHEREAS, Ed Hazelett** has been a licensed Grade 8 USSF Referee for the past 20 years. He has served as a member of the executive board of this organization for 23 of the 25 years of his membership. He has also served 17 one year terms as President of the organization. Currently, he serves as a Trustee and Chairman of the Rules Committee and Senior Referee; and

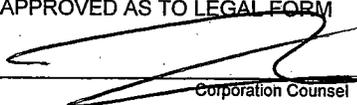
**WHEREAS, Ed Hazelett** was also the Boys Varsity Soccer Coach at St. Aloysius High School in Jersey City from 1996 until the school's closure in 2007; and

**WHEREAS, Ed Hazelett** has since obtained his referee license at the high school level and has been refereeing both girls and boys high school soccer for the past three years; and

**WHEREAS, Ed Hazelett** and his wife Virginia Brosnan Hazelett are the proud parents of two sons, Edward James and John Daniel.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby congratulate **Ed Hazelett** for being chosen the 2010 "Irishman of the Year" by the Friendly Sons of St. Patrick. We wish him continued success and happiness in the future.

APPROVED:   
Business Administrator  
ASST.

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required   
Not Required

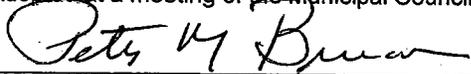
APPROVED 8-0

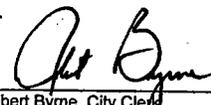
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ 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. 10-156

Agenda No. 10.Z.1

Approved: MAR 10 2010

TITLE:



## Resolution opposing the proposed heliport construction in Kearny, New Jersey

**Whereas**, the Zoning Board of Kearny has by Resolution approved Application No 2814, permitting the construction and operation of a new heliport; and

**Whereas**, experts for the applicant predict 45 landings at and equal departures from the facility on a daily basis; and

**Whereas**, the health, welfare and quality of life of Jersey City citizens would be significantly affected by frequent exposure to aircraft noise; and

**Whereas**, both proposed new flight patterns would significantly increase the flight traffic directly traveling over residential areas of Jersey City at heights regularly under 500 feet; and

**Whereas**, residents on the ground under and adjacent to helicopter flight paths are subject to harmful effects of helicopter engines, including reduced air quality as well as excessive noise which is intrusive and disruptive, interfering with residents quality of life and quiet enjoyment of their homes and property; and

**Whereas**, no environmental impact study has been conducted or provided to assess the impact of the proposed heliport facility on the air quality and noise pollution to the City of Jersey City.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of Jersey City opposes the proposed new heliport construction in Kearny that;

1. Copies of this Resolution to be provided to the Port Authority of NY and NJ and the Federal Aviation Administration.

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

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

APPROVED 5-2-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN		✓		FLOOD		<b>ABSENT</b>	
DONNELLY	✓			FULOP	<b>ABSTAIN</b>			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. 10-157

Agenda No. 10.Z.2.

Approved: MAR 10 2010

TITLE:

## Resolution Honoring Willie Mae Cobbs

On the Occasion and Celebration of Her 100th Birthday



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

- Whereas, Willie Mae Cobbs** was born on March 2, 1910, in Bowman, South Carolina and was educated in the Bowman public school system. At the age of twelve, Willie Mae accepted Christ and was baptized at Mt. Zion Baptist Church in Bowman. She left South Carolina at the age of 21 and joined her sister Rozena in Washington, DC. Willie Mae relocated to Jersey City, New Jersey in 1931; and
- Whereas, Willie Mae Cobbs** is a founding member of Ocean Avenue Baptist Church in Jersey City. She was a member of the Gospel Chorus and has served as an usher since the formation of the church - more than 64 years ago. Mrs. Cobbs is the only surviving Charter Member of Ocean Avenue Baptist Church; and
- Whereas, Willie Mae Cobbs** served as a volunteer for the Senior Companions program for 30 years. She enjoyed visiting the sick and shut-in seniors, most of whom were her junior. Willie Mae always brought a positive attitude and a word of cheer to show the seniors that someone cared. She retired in 2006; and
- Whereas, Willie Mae Cobbs** is the active matriarch of the Jones Family Reunion-New Jersey Chapter and is one of the founding coordinators. For the past 43 years, Willie Mae has attended every reunion held throughout the United States; and
- Whereas, Willie Mae Cobbs** married the late Herman Cobbs in 1936. She is the loving mother of Mary Ann Hill. Mrs. Cobbs is also the proud grandmother of Staci Monica Hill, the great grandmother of Brandon, James, Jared and Jordan and the great-great grandmother of Micah; and
- Whereas, Willie Mae Cobbs** is truly a unique person. She has an extensive collection of hats and scarves in all colors, shapes and sizes. She always color-coordinates her entire ensemble; and
- Whereas, Willie Mae Cobbs** will celebrate her 100th birthday on March 2, 2010. A centennial celebration will be held on March 6, 2010 at the Chandelier Restaurant in Bayonne, NJ, at which time, friends and family will say "hats off" to the birthday honoree.

**Now, Therefore, Be it Resolved,** that the Municipal Council of the City of Jersey City does hereby honor **Willie Mae Cobbs** on the occasion and celebration of her 100th birthday. We wish her continued health and happiness.

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
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. 10-158

Agenda No. 10.Z.3

Approved: MAR 10 2010

TITLE:

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



**COUNCIL**  
**following resolution:**

**offered and moved adoption of the**

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

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

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

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

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

1. The properties listed below are hereby offered for public sale to the highest bidder at no less than the minimum price set forth herein, subject to the conditions hereinafter as set forth in the terms and conditions of a contract of sale to be executed by the parties, at the **Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on Tuesday, March 30, 2010 at 10:00 A.M. in the forenoon.**
2. The sale shall be conducted by the Department of Administration, Real Estate Office of the City of Jersey City or by persons designated by the Business Administrator.
3. The sale shall be made subject to:
  - (a) such state of facts which an accurate survey may disclose;
  - (b) easements and restrictions of records, if any;
  - (c) tenancies, leaseholds, and rights of persons in possession;
  - (d) all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property, its use and occupation;
  - (e) riparian rights or claims;
  - (f) Certificate of Occupancy issued by the Division of Building.
4. The properties herein described, or any part thereof, are sold "as is" and without any representation or warranty, either expressed or implied, as to their present condition.
  - (a) Prospective purchasers are put on notice that the City's records as to any code violations may not be accurate or up to date and the City expressly makes no representations as to such violations.
  - (b) Purchasers will be given an opportunity to inspect the property prior to the auction to ascertain the condition of the property.
  - (c) It shall not be grounds to nullify the contract of sale if the purchaser discovers or is notified of any code violations after the sale.

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

5. In the event that the State of New Jersey or any upland owner shall have any rights or claims on the land being sold herein by reason of a riparian interest or otherwise are to be paid for and borne by the purchaser, in addition to the sale price which is bid for said property.
6. All prospective purchasers are put on notice to consult the Water and Sewerage Department for existing facilities.
7. The purchase price for such properties shall be paid by any of the following methods:
  - (a) By payment to the City of Jersey City in cash, money order, bank check or certified check the full purchase price immediately after the conclusion of the bidding for a specific property.
  - (b) By payment to the City of Jersey City immediately after the conclusion of the bidding for a specific property twenty (20%) percent of the minimum bid price by cash, money order, bank check or certified check.
  - (c) If the purchaser fails to pay the additional deposit required within ten (10) days from the sale date, the initial deposit will be automatically forfeited.
  - (d) The balance of the purchase price is to be paid by certified check, money order or bank check within two (2) months of the date of Confirmation of Sale.
  - (e) If the purchaser fails to pay the balance of the purchase price within two (2) month time limit, the sale to the purchaser is automatically canceled and the deposit shall be forfeited.
8. Purchaser may at its option arrange for a report on title before closing. Within thirty (30) days after the confirmation of sale by the governing body, purchaser shall notify the City in writing of any defects of title which may render title unmarketable. Marketable title is defined herein to mean title which a title company authorized to do business in the State of New Jersey is willing to insure at regular rates. Upon confirmation of such notice, the City shall refund purchaser's entire purchase price without interest and neither party shall have any further obligation or claim under this contract. If the purchaser fails to notify the City in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
9. Upon conveyance of deed and notice of termination:
  - (a) Upon delivery of deed, the purchaser shall be entitled to receive all rents and profits from the property and shall be liable for and make payment to the City for all real property taxes, water and sewerage charges, or other assessments against said properties;
  - (b) The purchaser may not use the property as a residence either for him/herself, until he or she has **both**
    - (I) repaired, altered or improved the property so that it complies with the Jersey City Property Maintenance Code and Construction Code and any applicable State and Federal Codes; and,
    - (II) obtained either a temporary or permanent Certificate of Occupancy by the City of Jersey City Construction Official.

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

- (e) **PLEASE TAKE NOTICE** all bidders, whether they be the actual prospective purchasers or agents of or representatives of the actual prospective purchasers, shall submit an affidavit, under oath, setting forth the following:
- (i) That the actual purchaser is not a person who has previously breached a contract for the purchase of property from the City.
  - (ii) That the actual prospective purchaser is not the former owner from whom the City acquired the property to be sold or any other property by reason of the non-payment of taxes or other municipal charges.
  - (iii) That the actual prospective purchaser is not the owner of any other property in the City who is delinquent in the payment of taxes or other municipal charges on said other property.
  - (iv) That the actual prospective purchaser is not the owner of any other properties in the City regarding which there exists Violations of the Property Maintenance Code and/of Uniform Construction Code, which violations have not been corrected at the time of the sale.
  - (v) Such affidavit shall contain the address and block and lot numbers of all the properties the prospective purchaser owns in the City.
- (f) Such affidavit shall be submitted to the officer conducting the sale prior to the commencement of the public auction of the particular parcel in which the prospective bidder is interested. Failure to submit said affidavit shall disqualify a bidder from participating in the public auction.
- (g) No sale to the highest bidder shall be confirmed by the Municipal Council, in the event an investigation and/or inspection reveals that the purchaser is a person who falls within the categories listed in paragraph 19 sub-section (a) through (f).
- (h) In the event a sale is confirmed by the Municipal Council and after the sale has been confirmed by the Municipal Council, it is discovered that the purchaser is a person who falls within the categories set forth in paragraph 19 sub-section (a) through (f) of this resolution, then the purchaser is placed on notice that the said confirmation of sale shall be rescinded by the Municipal Council.

MAR 10 2010

## TITLE:

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

10. Upon the date of delivery of deed to the purchaser, risk of loss or damages to the property by fire, storm, burglary, vandalism or other casualty shall be assumed by the purchaser, who shall be completely responsible therefore without any claim against the City. The purchaser shall not be released, by reason of any such loss or damage to the property from any obligation hereunder and shall at his/her own expense properly repair and restore same, without limiting the obligations of the purchaser hereunder, the proceeds of any insurance coverage provided by the purchaser, shall be made available to the purchaser for such repair or restoration. Further, from the date of contract of the sale the purchaser shall release the City from and shall covenant and agree that the City shall not be liable for and to indemnify and hold the City harmless against any loss or damage to property or injury to or death defect in the property to be conveyed or, arising from any neglect of the City or any construction or rehabilitation performed on the property prior to the date of delivery of deed.
11. If purchaser fails to pay the purchase price when due or within a time as extended or fails to comply with any term of this contract, the Division of Real Estate may at its option rescind the contract or sue purchaser for any damages accruing or both. The City's failure to exercise any right or power arising out of purchaser's breach of this contract, shall not be deemed a waiver.
12. The highest bid shall be made subject to acceptance or rejection by the governing body, but the acceptance or rejection therefore shall be made not later than the second regular meeting of the governing body following the sale, and if the governing body shall fail or refuse to accept or reject the highest bid as afore said, the said bid shall be deemed to have been rejected. The City also reserves the right to reject all bids where the highest bid is not accepted upon notice to the highest bidder and hearing thereto.
13. **PLEASE TAKE NOTICE** that no employee, agent, officer body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval of the governing body of the City.
14. No commissions shall be paid to any agent, representative or broker or the successful purchaser of any of the properties listed for sale by the City.
15. The prices set forth as minimum herein are merely upset prices and do not constitute market value or future assessments.

MAR 10 2010

TITLE:

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

16. The purchaser shall not assign or transfer the Contract of Sale, or any interest therein without the prior approval of the Municipal Council of the City of Jersey City, and such approval to assign to transfer shall be deemed to be an approval of a subsequent assignment or transfer. Any assignment or transfer without the approval shall be void and shall constitute a default and breach. No assignment of the Contract of Sale or any interest therein shall be made to any person prohibited from purchasing property from the City pursuant to paragraph 19 of this Resolution and Chapter 9 of the Jersey City Code. In the event of approval of an assignment of a Contract of Sale, the assignee of said contract shall comply with all the conditions of sale required under the terms and conditions of the sale.
17. The City or its duly authorized agents and inspectors shall have the right at all reasonable times to enter upon the property and to examine and inspect the property to determine compliance with the Resolution and the Contract of Sale, or to enforce any remedies in the event of default.
18. The City shall execute a Contract of Sale with any successful bidder upon terms and conditions consistent herewith and upon any additional terms and conditions which are necessary to effectuate the purposes herein and to secure the best interests of the City of Jersey City and its citizens, provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this resolution.
19. Additional Conditions of Sale.
  - (a) No sale shall be made to any person nor shall said person be permitted to bid who, prior to such sale, has purchased the property being sold or any other property from the City and has breached any of the conditions and terms of the purchase of property from the City.
  - (b) No person who was the previous owner of the property to be sold be permitted to bid for said property if the property was acquired by the City by reason of the non-payment of taxes or other municipal charges by such prior owner.
  - (c) No person shall be permitted to bid for any property to be sold by the City if that person is delinquent in the payment of taxes or other municipal charges on any other property which such person shall own in the City.
  - (d) No sale shall be made to any person who owns other property in the City regarding which properties there exists violations of the Property Maintenance Code and/or Uniform Construction Code, which violations have not been corrected at the time of the sale.

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

20. The City of Jersey City conveys this property to buyer so long as buyer rehabilitates the property in compliance with the Uniform Construction Code and the Property Maintenance Code. The buyer shall demonstrate compliance with the Uniform Construction Code and the Property Maintenance Code by obtaining a Certificate of Occupancy from the Construction Official. The Construction Official may issue a temporary Certificate of Occupancy for portions of the building provided such portions are in substantial compliance with code standards. Securing a temporary Certificate of Occupancy shall not however, constitute compliance with the condition of sale. Upon receiving a deed, listed below is the period of time in which a purchaser shall have to repair, alter and improve the property.

**1 Unit Building – 360 Days ( 12 Months )**

**2-5 Unit Building – 450 Days ( 15 Months )**

**6 or More Units or Special Purpose Building – 540 Days ( 18 Months )**

The City Council will not under any circumstances grant an extension of the rehabilitation period listed above.

21. **PLEASE TAKE NOTICE** the buyer shall not sell, convey or otherwise transfer the above described property until the buyer has rehabilitated the property in compliance with the other conditions of sale contained in the resolution. If the buyer (1) fails to make the required repairs within the time allotted in Paragraph 20, (2) sells or attempts to sell the property before making the required repairs, or (3) refuses access to City Officials seeking to inspect the property, title to the property shall automatically revert to and become vested in the City of Jersey City. The City Council shall upon the buyer's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the restriction against alienation.
22. The City of Jersey City's right of reversion is hereby subordinated to the mortgage of the buyer's lender specifically as follows: A transfer of title to such mortgagee pursuant to the mortgage will not be considered a condition activating the City of Jersey City's right of reversion. The express intent being that prior to reversion of title to the City of Jersey City, the mortgagee shall have the right to assume the obligations and duties of buyer set forth in this deed including the buyer's duty to make the required repairs within the number of days as set forth in the Council resolution authorizing the sale of property at public auction. The assumption of the duties and obligations of the buyer by the mortgagee shall not extend the time period for completion of repairs. The mortgagee's right to assume the duties and obligations of the buyer shall arise upon a default under the mortgage and/or upon a default under the terms and conditions of the City Council resolution authorizing the sale of this property at public auction.
23. All offers to bid shall be in increments of no less than one thousand dollars (\$1,000.00).

**SEE RIDER ATTACHED**

MAR 1 0 2010

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

**VACANT LAND**

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE UPON THE CONDITION THAT THE PURCHASER SHALL CLEAN AND GRADE THE LOT, REPAIR THE SIDEWALK IF NECESSARY, ERECT A FENCE AROUND THAT PART OF THE PERIMETER OF THE LOT WHICH FRONTS ANY PUBLIC STREET WITH A MINIMUM HEIGHT OF SIX (6) FEET, EXCEPT WHEN ACQUIRED BY AN ADJACENT PROPERTY OWNER IN WHICH CASE, THE HEIGHT SHALL BE THE SAME AS THE FENCING ON THEIR PROPERTY, BUT IN NO CASE LESS THAN THREE (3) FEET IN HEIGHT. ( THESE PROPERTIES ARE NOT SUBJECT TO PARAGRAPH 21 OF THIS RESOLUTION).

BLOCK	LOT	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
961	1	* TONNELE AVENUE	VACANT LAND	3.52 ACRES	\$ 600,000.00
1927	35, 37	120 MONTICELLO AVENUE 122 MONTICELLO AVENUE	VACANT LAND VACANT LAND	25 X 145.50 IRR. 25 X 144.60 IRR.	\$ 140,000.00

\*THIS PROPERTY IS IN A MEADOWLANDS DISTRICT. FOR ZONING USE CONTACT DIVISION OF LAND USE MEADOWLANDS COMMISSION.

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

**BUILDINGS**

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE WITH THE CONDITION THAT THE PURCHASER SHALL REPAIR, ALTER AND IMPROVE IN ACCORDANCE WITH PARAGRAPHS 9, 20 AND 21 OF THE TERMS AND CONDITIONS OF SALE.

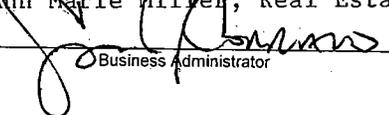
BLOCK	LOT	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
574	B	666 SUMMIT AVENUE	FIRE HOUSE	88.81 X 120.85 IRR.	\$ 275,000.00
726	1	218 CENTRAL AVENUE	FIRE HOUSE	21.1 X 91	\$ 200,000.00
821	376	139 SOUTH STREET	FIRE HOUSE	25 X 100	\$ 175,000.00
1463	4.C	364 OCEAN AVENUE	3S-B-C-7U-NH	30.18 X 103.06 IRR	\$ 150,000.00
1794	H.4	106 BOYD AVENUE	FIRE HOUSE	25 X 168.40	\$ 175,000.00

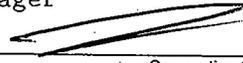
**DESCRIPTION CODES:**

S-STORY, B-BRICK, A-ASPHALT, C-CINDER BLOCK, BT-BASEMENT, D-DWELLING, U-UNIT, G-GARAGE, H-HEAT  
 PHYSICAL DESCRIPTIONS OF EACH PROPERTY AS SET FORTH IN THIS LAND SALE ARE FOR INFORMATIONAL PURPOSES ONLY AND THE CITY OF JERSEY CITY WILL NOT BE RESPONSIBLE FOR THEIR ACCURACY.

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

APPROVED:   
 Ann Marie Miller, Real Estate Manager

APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM   
 Corporation Counsel

Certification Required

Not Required

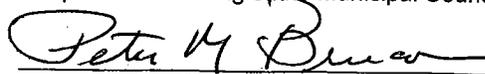
**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
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