

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

City Clerk File No. Res. 11-653
 Agenda No. 10.A
 Approved: SEP 27 2011
 TITLE: _____



RESOLUTION ADOPTING CALENDAR YEAR 2011 MUNICIPAL BUDGET

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

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

**2011 MUNICIPAL DATA SHEET I
CALENDAR YEAR**
Must Accompany 2011 Budget

MUNICIPALITY: CITY OF JERSEY CITY

COUNTY: HUDSON

JERRAMIAH HEALY
Mayor's Name

6/30/13

Term Expires

Municipal Officials

ROBERT BYRNE
Municipal Clerk

01/12/89
Date of Orig. Appt.
635
Cert. No.

MAUREEN COSGROVE
Tax Collector

1302
Cert. No.

DONNA MAUER
Chief Financial Officer

N-0647
Cert. No.

FREDERICK J. TOMKINS
Registered Municipal Accountant

327
License No.

WILLIAM MATSIKOUDIS
Corporation Counsel

Name	Governing Body Members	Term Expires
PETER BRENNAN, PRESIDENT		06/30/13
DAVID DONNELLY		06/30/13
KALIMAH AHMAD (Appointed)	Special Election 11/8/11	
STEVEN FULOP		06/30/13
WILLIAM GAUGHAN		06/30/13
NIDIA LOPEZ		06/30/13
VIOLA RICHARDSON		06/30/13
MICHAEL SOTTOLANO		06/30/13
RADAMES VELAZQUEZ (Appointed)	Special Election 11/8/11	

Please attach this to your CY 2011 Budget and Mail to :
Director

CITY OF JERSEY CITY
280 GROVE STREET
JERSEY CITY, N.J. 07302

Division of Local Government Services
Department of Community Affairs
P.O. Box 803
Trenton, New Jersey 08625

SHEET A

2011 MUNICIPAL BUDGET
CALENDAR YEAR

Municipal Budget of the CITY of JERSEY CITY, County of HUDSON for the Calendar Year 2011.

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

9th day of MARCH, 2011

and that public advertisement will be made in accordance with the provisions of NJS 40A:4-6 and NJAC 5:30-4.4(d).

Certified by me, this 9th day of MARCH, 2011

ROBERT BYRNE, City Clerk
280 Grove Street
Jersey City, NJ 07302
(201) 547-5149


Signature

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

Certified by me, this 9 day of March, 2011.



Frederick J. Tomkins, RMA # 327
Donohue, Gironda & Doria, CPAs
310 Broadway
Bayonne, NJ 07002

Certified by me, this 9 day of March, 2011



Donna Mauer
Chief Financial Officer, # N-0647

DO NOT USE THESE SPACES

(Do not advertise this Certification form)

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the amount to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

Dated: _____ By: _____

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the Approved Budget made part hereof complies with the requirements of law, and approval is given pursuant to NJS 40A:4-79.

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

Dated: _____ By: _____

COMMENTS OR CHANGES AS A CONDITION OF CERTIFICATION OF DIRECTOR OF LOCAL GOVERNMENT SERVICES

The changes or comments which follow must be considered in connection with further action on this budget

CITY OF JERSEY CITY, COUNTY OF HUDSON

MUNICIPAL BUDGET NOTICE

Section 1

Municipal Budget of the CITY OF JERSEY CITY, County of HUDSON for the Calendar Year 2011

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the Calendar Year 2011;

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

in the issue of WEDNESDAY, MARCH 30, 2011

The Governing Body of the CITY OF JERSEY CITY, does hereby approve the following as the Budget for the Calendar Year 2011

RECORDED VOTE- Ayes:

- Sottolano
- Donnelly
- Lopez
- Gaughan
- Fulop
- Richardson
- Velazquez
- Brennan, President

Nays:

Abstained:

- Absent:**
Ahmad

Notice is hereby given that the Budget and Tax Resolution was approved by the MUNICIPAL COUNCIL of the CITY OF JERSEY CITY, County of HUDSON, on WEDNESDAY, MARCH 9, 2011. A Hearing on the Budget and Tax Resolution will be held at the ANNA GUCCI MEMORIAL COUNCIL CHAMBERS CITY HALL, 280 GROVE ST., JERSEY CITY, NJ on WEDNESDAY, APRIL 13, 2011 at 6:00 p.m. at which time and place objections to said Budget and Tax Resolution for the year 2011 may be presented by taxpayers or other interested persons.

EXPLANATORY STATEMENT - (CONTINUED)
SUMMARY OF 2010 APPROPRIATIONS EXPENDED & CANCELED

	GENERAL BUDGET
BUDGET APPROPRIATIONS - ADOPTED	509,869,483
APPROPRIATIONS ADDED BY NJS 40A:4-87	1,354,962
EMERGENCY APPROPRIATIONS	0
TOTAL APPROPRIATIONS	511,224,445
EXPENDITURES - PAID OR CHARGED INCLUDING RESERVE FOR UNCOLLECTED TAXES	490,608,213
RESERVED	20,611,525
UNEXPENDED BALANCES CANCELED	
TOTAL EXPENDITURES & UNEXPENDED BALANCES CANCELED	511,219,738
OVEREXPENDITURES*	0

**EXPLANATIONS OF APPROPRIATIONS FOR
"OTHER EXPENSES"**

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

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

- Materials, supplies and non-bondable equipment;
- Repairs and maintenance of buildings, equipment, roads, etc.;
- Contractual Services for garbage and trash removal, fire hydrant services, aid to volunteer fire companies, etc.;
- Printing and advertising, utility services, insurance and many other items essential to the services rendered by municipal government.

* - SEE BUDGET APPROPRIATION ITEMS SO MARKED TO THE RIGHT OF COLUMN "EXPENDED 2009 RESERVED."

EXPLANATORY STATEMENT - (CONTINUED)

BUDGET MESSAGE

CAP CALCULATION		
Total General Appropriations for 2010		502,474,530
CAP Base Adjustment		
	Subtotal	502,474,530
Exceptions to CAP:		
Total Other Operations		34,336,179
Total Capital Improvements		544,000
Total Debt Service		43,350,036
Total Approp for School Purpose		15,920,544
Total Public & Private Programs		45,196,587
Judgments		0
Total Deferred Charges		300,000
Reserve for Uncollected Taxes		1,692,045
Total Additional Appropriations		141,339,391
Total Exceptions		
Amount on which 2% CAP is Applied		361,135,139
2% CAP		7,222,703
CAP Bank		19,227,971
Value of New Construction		2,397,731
Allowable Operating Appropriations before		
Additional Exceptions per NJS 40A:4-45.3		389,983,544
Additional 1.5% if Ordinance Approved		5,417,027
Allowable Operating Appropriations		
NJSA 40A:4-45.14		395,400,571
Fiscal Year In-CAP Appropriations		378,677,366

SUMMARY OF SPLIT FUNCTIONS

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

The final CAP for the City of Jersey City is determined by the Division of Local Government Services as part of its review process. The calculations presented below are as provided by the Division of Local Government Services prior to introduction of the budget.

The City is cap compliant with both the property tax levy cap and the appropriations cap.

Mandatory Minimum Budget Message Must include a Summary of:
 1. How the CAP was Calculated
 2. A Summary by Functions of Appropriations spread among more than one Official Line

Explanatory Statement - (continued)
Budget Message

Analysis of Compensated Absence Liability

Legal basis for benefit
 (check applicable items)

Organization/Individuals Eligible for Benefit	Gross Days of Accumulated Absence	Value of Compensated Absences	Approved Labor Agreement	Local Ordinance	Individual Employment Agreements
Uniformed Police	97,996	39,994,559	X		
Uniformed Fire	87,673	26,496,218	X		
Management	19,630	6,040,533		X	
Local 246	28,355	4,498,828	X		
Local 245	14,153	2,324,452	X		
Jersey City Supervisor's Association	8,651	1,901,141	X		
Local 68	177	34,540	X		
School Traffic Guards	3,254	151,245	X		
Totals	259,889 days	\$81,441,516			
	Total Funds Reserved as of end of 2010:	0			
	Total Funds Appropriated in CY2011:	\$0			

EXPLANATORY STATEMENT (CONTINUED)

BUDGET MESSAGE

SUMMARY LEVY CAP CALCULATION

LEVY CAP CALCULATION

PRIOR YEAR AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES \$185,058,594
 LESS: ONE YEAR WAIVERS \$0
 LESS: ONE YEAR EXCLUSIONS (CAPITAL IMPROVEMENT FUND & DOWN PAYMENTS) \$0
 LESS: ONE YEAR EXCLUSIONS (DEFERRED CHARGES TO FUTURE TAXATION UNFUNDED) \$0
 CHANGES IN SERVICE PROVIDER (+/-) \$0
 NET PRIOR YEAR TAX LEVY FOR MUNICIPAL PURPOSES FOR CAP CALCULATION \$185,058,594
 PLUS 2% CAP INCREASE \$3,701,172
\$188,759,766

ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS

EXCLUSIONS:

ALLOWABLE SHARE SERVICE AGREEMENTS INCREASE \$0
 ALLOWABLE INCREASE IN HEALTH CARE COSTS \$0
 ALLOWABLE PENSION OBLIGATIONS INCREASES \$4,197,046
 ALLOWABLE LOSAP INCREASE \$0
 ALLOWABLE CAPITAL IMPROVEMENTS INCREASE \$0
 ALLOWABLE DEBT SERVICE/CAPITAL LEASES INCREASE \$20,792,203
 RECYCLING TAX APPROPRIATION \$0
 DEFERRED CHARGES TO FUTURE TAXATION \$0

ADD TOTAL EXCLUSIONS

LESS CANCELLED OR UNEXPENDED WAIVERS \$24,993,249

ADJUSTED TAX LEVY

\$213,748,015

ADDITIONS:

NEW RATABLES - INCREASE IN VALUATIONS (NEW CONSTRUCTION AND ADDITIONS) \$2,397,731
 PRIOR YEAR'S LOCAL MUNICIPAL PURPOSE TAX RATE (PER \$100) \$3,568
 NEW RATABLE ADJUSTMENT TO LEVY AMOUNTS APPROVED BY REFERENDUM
 WAIVERS APPLIED FOR

MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES

\$85,551
 \$0
\$213,834,566
\$201,991,252

EXPLANATORY STATEMENT - (CONTINUED)

BUDGET MESSAGE

SUMMARY OF SPLIT FUNCTIONS

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

<u>OPERATIONS WITHIN CAP</u>	<u>OPERATIONS OUTSIDE CAP</u>	<u>TOTAL</u>
		80

CURRENT FUNDS - ANTICIPATED REVENUES		FOCA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES					
(1.) SURPLUS ANTICIPATED		08-100	15,000,000	11,292,000	11,292,000
(2.) SURPLUS ANTICIPATED W/PRIOR CONSENT OF DIRECTOR		08-101	802,000	804,000	804,000
TOTAL - SURPLUS ANTICIPATED			15,802,000	12,096,000	12,096,000
(3.) MISCELLANEOUS REVENUE - SECTION A: LOCAL REVENUES		XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
		XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
		XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Alcoholic Beverage Licenses		08-141	294,700	281,700	294,700
		XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
OTHER LICENSES:					
Marriage Licenses		08-103	4,593	4,947	4,593
Cable T.V. Franchise Fees		08-612	789,770	584,709	520,274
Franchise Payment - Port Authority		08-110	40,000	40,000	40,000
Telephone Commission Fees		08-611	0	0	0
Hackensack Meadowlands Adjustment		08-609	1,025,271	982,548	940,679
Local School Aid		09-207	4,286,899	1,900,000	1,986,850
Advertising Ordinance Fees		08-105	198,757	153,383	198,757
Search Fees		08-106	1,000	952	27,051
Demolition Fee		08-120	0	0	0
Lot Cleaning Charges		08-123	165,793	202,282	165,793
Tax Collector's Fees		08-124	80,121	96,771	80,121
Hotel Occupancy Tax		08-107	4,900,000	4,525,468	4,281,362

SHEET 4

09/22/11

CURRENT FUNDS - ANTICIPATED REVENUES		FCOA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010
GENERAL REVENUES					
(3.) MISCELLANEOUS REVENUE - SECTION A: LOCAL REVENUES					
FEES & PERMITS:					
Interest & Cost on Taxes		08-111	943,277	997,535	943,277
Interest on Investments & Deposits		08-112	250,000	1,058,328	309,102
Assessor Application Fees		08-125	47,015	80,000	47,015
Reimbursement for Litigation Costs		08-			
Sewer & Street Opening Permits		08-127	233,926	126,789	233,926
Municipal Engineering of Sewer System		08-109	0	408,000	408,000
Swimming Pool Fees		08-129	114,548	108,479	114,548
Skating Rink Fees		08-130	67,684	46,943	67,684
Laundry Licenses		08-131	11,450	24,350	11,450
Vending Machine Licenses		08-132	19,260	23,688	19,260
Food Establishment Licenses		08-133	221,160	300,680	221,160
Hotel/Motel Licenses		08-156	78,128	78,120	78,128
Dine & Dance Permits		08-138	23,725	7,100	23,725
Police Reports ID Bureau Fees		08-135	85,688	200,000	214,424
Hack Licenses		08-140	82,543	83,580	82,543
Elevator Inspection Fees		08-139	624,430	648,940	594,353
Site Plan Review Fees		08-145	232,951	300,000	232,951
Bingo & Raffle Licenses		08-142	22,310	24,495	22,310

CURRENT FUNDS - ANTICIPATED REVENUES	FCOA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES				
(3.) MISCELLANEOUS REVENUE - SECTION A: LOCAL REVENUES				
Mechanical Amusement Devices	08-660	18,275	14,963	18,275
Parking Lot Licenses	08-143	352,645	340,621	352,645
Used Motor Vehicle Dealer Licenses	08-661	67,400	79,467	67,400
Parking Lot Tax	08-136	6,696,884	6,750,054	6,696,884
Municipal Court Fines	08-108	9,931,834	9,540,800	9,398,361
Interstate Waste		334,195		
Secure Buildings	08-116	18,000		
PILOT - County Service Charge	08-246	27,000		
Dumpster Fee	08-624	26,000		
Certified Copies Marriage Licenses	16-602	28,000		
Zoning Permits & Ordinance Copies	16-676	70,000		
Reimbursement for Damaged Property	16-684	54,000		
Death Certificates	16-696	65,000		
TOTAL SECTION A: LOCAL REVENUES	08	32,534,232	30,025,692	28,697,601

CURRENT FUNDS - ANTICIPATED REVENUES	FCOA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010*	REALIZED * SFY 2010*
GENERAL REVENUES				
(3.) MISCELLANEOUS REVENUE - SECTION B: STATE AID WITHOUT OFFSETTING APPROPRIATIONS				
Consolidated Municipal Property Tax Relief Aid	09-206	15,852,988	34,736,189	34,736,189
Municipal Block Grant Program	09-208	0	0	0
Energy Receipts Tax	09-202	47,991,697	42,604,435	42,604,438
Supplemental Energy Receipts Tax	09-202	0	0	0
Distressed Cities Program	09-200			
In Lieu of Tax Payment - Garden State Preservation Trust	08-158	15,837	25,966	23,755
Municipal Homeland Security Assistance Aid	08-212	0	0	0
Extraordinary Aid	09-201			
Municipal Property Tax Assistance	09-210	0	0	0
Building Aid Allowances for School Aid	09-203	8,298,847	8,413,626	8,413,626
Building Aid Allowances (Ch74, P.L.1980)	09-204			
SPECIAL MUNICIPAL AID		0	14,000,000	14,000,000
TOTAL SECTION B: STATE AID WITHOUT OFFSETTING APPROPRIATIONS	09	72,159,369	99,780,216	99,778,008

CURRENT FUNDS - ANTICIPATED REVENUES		FOCA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010*	REALIZED * SFY 2010*
GENERAL REVENUES		FOCA			
(3.) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS		XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX
PARIS Grant		08-159		173,770	173,770
UEZ - Police Program Year 4		10-781	1,649,101		0
Project Glad (ROID)		10-161		20,000	20,000
UEZ Apple Tree House		08-264	600,000		0
UEZ - CCTV Camera Installation (West Side Ave)			310,192		0
State Homeland Security -Rebreathers		10-783		29,273	29,273
HCOS - Boyd McGuinness Park Renovation		10-807		140,000	140,000
HCOS - Hackensack River Waterfront Park Acquisition		10-806		1,125,000	1,125,000
Neighborhood Preservation Program		10-168			0
NJDOT - Newark Avenue Roadway Improvement		10-814		4,311,708	4,311,708
Bullet Proof Vest Partnership Program			89,009		0
UEZ- Police Program		10-202	1,255,777		0
Justice Assistance Grant		10-209		1,834,580	1,834,580
TDR Planning Assistance			40,000		0
GSHPT - West Bergen Historic District			50,000		0
NJ Dept of Labor - Job Training Partnership Act (J.T.P.A.)		10-502		4,107,156	4,107,156
UEZ- Customer Service Skills Center		10-504		355,461	355,461
UEZ - Powerhouse Stabilization Project		10-794		1,813,074	1,813,074

CURRENT FUNDS - ANTICIPATED REVENUES

	FOOA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES				
(3.) MISCELLANEOUS REVENUE - SECTION F - SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX
Central Avenue SID	10-507		92,700	92,700
McKinley Square SID	10-508		72,336	72,336
JTPA-R	10-798	186,750	1,743,716	1,743,716
UEZ - Marketing Initiative	10-513		1,562,217	1,562,217
State Health Service (H1N1)	10-800		493,306	493,306
UEZ - Monticello Main Street	10-519		70,000	70,000
EPA - Brownfields Cleanup		200,000		0
CSBG-R	10-797		1,596,740	1,596,740
Safe Routes to Schools	10-530			0
Neighborhood Stabilization Program	10-787		1,700,000	1,700,000
HCOS - City Hall Historic Preservation Study	10-808		25,000	25,000
NJDOT - Transit Village	10-820			0
UEZ - SBDC Good Faith Waiver Funding	10-809		150,000	150,000
UEZ - CCTV Maintenance	10-511		749,027	749,027
Local Safety Program - MLK Drive Intersections	10-805		477,240	477,240
RT 440/1&9 Study	10-796		829,966	829,966
Child Health - PORSCHE	08-657	97,500	201,900	201,900
UEZ - Traffic Signal Maintenance	10-817			0

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED	BUDGETED	REALIZED
GENERAL REVENUES	FCOA	* CY 2011 *	* SFY 2010 *	* SFY 2010 *
(3.) MISCELLANEOUS REVENUE - SECTION F, SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX
Peer Grouping Grant	10-799	85,000	45,000	45,000
Senior Citizen Services	10-558		65,000	65,000
Municipal Drug Alliance	10-559		241,739	241,739
ARRA - Supplemental Subregional Staff Support	10-822		0	0
NJDOH - Sexually Transmitted Disease Control	10-564		75,183	75,183
Urban Area Security Initiative Grant - Fire	10-575	3,385,500	1,978,970	1,978,970
Metropolitan Medical Response System (Fire)	10-576	317,419		0
SAMHSA - Town Hall Meeting Grant	10-816		500	500
Drunk Driver Enforcement Fund	10-584	13,452	14,105	14,105
UEZ - Hudson Community Enterprise	10-802	125,000	150,000	150,000
Energy Efficiency & Conservation Block Grant	10-811		2,329,500	2,329,500
Body Armor Replacement Fund	10-589	69,648	40,228	40,228
Safe and Secure Communities	10-590		0	0
HCOS - Columbia Park	10-803		100,000	100,000
Law Enforcement Officers Training & Equipment Fund (LEOTEF)	10-595		23,365	23,365
Comprehensive Traffic Safety Grant	10-599	36,000	35,800	35,800
NJDOT - Newark Avenue Phase 3 Side Streets	10-818		1,020,000	1,020,000
HUD - Special Project Grant	10-810		237,500	237,500

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED	BUDGETED	REALIZED
GENERAL REVENUES		* CY 2011 *	* SFY 2010 *	* SFY 2010 *
FCOA				
(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	XXXXXX XXXXXX XXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
UEZ-Administrative Budget	10-606	2,293,835	1,199,955	1,199,955
Community Service Block Grant (CSBG)	10-611	561,498	959,328	959,328
Subregional Transportation Grant	10-614	57,581	57,581	57,581
Historic Downtown SID	10-620		160,000	160,000
Journal Square UEZ	10-621		673,000	673,000
UEZ - Woman Rising Community Partnership	10-795		247,500	247,500
NJDOH - Women, Infants & Children (WIC)	10-624		1,569,900	1,569,900
Summer Food Program	10-625	418,635	333,918	333,918
Public Health Priority Funding (PHPF)	10-626		150,082	150,082
Senior Nutrition	10-627	1,067,656	1,111,323	1,111,323
CCTV- Public Security Project	10-737		3,122,250	2,966,137
Underage Drinking Enforcement	10-738		7,500	7,500
NJDOT - Slip Avenue Resurfacing	10-812		208,659	208,659
UEZ - Monticello Main Street Challenge Grant	10-793			0
Clean Communities Program	10-789		285,764	285,764
Subregional Studies Program - Liberty St Park Circulator Cust Benefit Analysis		176,000		0
Subregional Studies Program - Morris Canal Greenway Plan		176,000		0
Jersey City Graffiti Removal	10-792			0

CURRENT FUNDS - ANTICIPATED REVENUES	FOOA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES				
(3.) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX
NJMC - Municipal Assistance Grant (Police)	10-747			0
NJDOT - Newark Avenue Streetscape	10-748			0
NJDOT - 5 Intersection Project	10-749		1,020,000	1,020,000
NJDOT - Christopher Columbus Drive	10-750			0
Senior Nutrition - ARRA	10-815		130,169	130,169
UEZ - Maintenance	10-752		1,080,000	1,080,000
Senior Farmer's Market	10-753		6,000	6,000
FEMA Assist to Fire Fighters	08-828	80,000		0
CSBG - Special Initiative	08-829	310,000		0
UEZ - Rising Tide Capital	08-830	125,000		0
HCOS - Friends of Loews	08-832	180,000		0
Learn to Swim	08-831	120,000		0
HCOS - Berry Lane	10-759		1,200,000	1,200,000
PANYNJ Port Security	08-833	514,737		0
FY 10 Municipal Aid Program	10-801		1,225,887	1,225,887
Emergency Management Assistance- OEM	10-762		20,000	20,000
Senior Info and Assist	08-834	65,000		0
HCOS - Pershing Field Historic Arch Preservation	10-813		25,000	25,000

CURRENT FUNDS - ANTICIPATED REVENUES	FOCA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES				
(3.) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS				
Justice Assistance Grant - 2			444,909	444,909
DOT - 3 Traffic Signals	08-835	600,000		0
DOT - Deadend St Safety Improvements	08-836	200,000		0
Citywide Intersection Improvements	08-837	220,000		0
Ed Byrne JAG (LETS)	08-838	500,000		0
Business Improvement Phase 2	08-840	265,000		0
Small Business Development Center	08-771	125,000		0
UEZ- Liberty House	08-841	250,000		0
FEMA - SAFER	08-842	8,158,925		0
UEZ- Police Program 7		1,950,000		0
UEZ- DeBragga & Spiller Inc Loan		500,000		0
Chemical Buffer Zone Protection Program	10-776			0
Recycling Tonnage	10-777	534,987	231,403	231,403
Homeland Security Grant Program	10-778			0
HCOS - Boyd McGuinness Park Restoration	10-779			0
TOTAL - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF THE DIRECTOR OF LOCAL GOVERNMENT SERVICES- PUBLIC/PRIVATE REVENUES OFFSET WITH APPROPRIATIONS:	10,12,19	27,980,212	45,501,188	45,345,075

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED	BUDGETED	REALIZED
GENERAL REVENUES	FOOA	* CY 2011 *	* SFY 2010 *	* SFY 2010 *
(3.) MISCELLANEOUS REVENUE - SECTION G: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX
Payments In Lieu of Taxes (P.I.L.O.T.)				
Athens JC UR	08-224	2,648,321	1,879,434	1,751,402
Grove Point Condo Urban Renewal	08-225	447,976	454,683	447,976
Erie-Tenth Urban Renewal	08-226	365,675	377,369	395,183
Greene Street UR, LLC	08-227	217,942	240,463	232,974
Liberty Harbor North, UR (Metro Homes) (Gulls Cove)	08-229	2,874,049	1,431,240	1,627,802
Liberty Harbor North Condo UR 4 LLC	08-231	840,399	602,793	550,939
Liberty Harbor North Brownstones	08-234	593,749	472,521	467,081
95 Van Dam St. UR, LLC (The Foundry)	08-236	421,220	673,060	438,577
Lafayette Community LP	08-237	85,300	85,300	85,300
159 Second St. UR, LLC (Walido Lofts)	08-238	655,435	657,632	612,317
Centex Homes (475 Clarendon Lofts)	08-240	566,141	593,643	586,406
Newport Shore Club South	08-242	2,051,094	2,112,577	1,787,986
Montgomery Greene UR, LLC	08-282	1,084,678	773,137	767,855
H.P. Roosevelt UR, LLC	08-283	449,533	450,000	449,950
Jersey Avenue 883 UR, LLC	08-284			

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
(3.) MISCELLANEOUS REVENUE - SECTION G: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
K. Hovnanian	08-285	576,958	621,270	532,947
LF. Fam. P3 (Barbara Place)	08-288	31,783		
Monaco South	08-287			
Monaco North	08-288			
Second Street Waterfront	08-289	601,569	0	0
Storms Ave. Elderly Apts LP (YWCA Apts)	08-291	52,277	52,805	52,228
Block 284 North U.R. LLC AKA ST. FRANCIS	08-292	257,203	117,174	148,211
Block 283 South U.R. LLC AKA ST. FRANCIS NURSING	08-293			
100 Water Street	08-294			
Polar Logistics East	08-297	9,898	24,475	20,798
Lafayette Sr. Living	08-299	10,524	10,524	10,524
254 Bergen Avenue	08-300	13,862	13,554	11,163
Keystone Greenville	08-301	250,000	166,490	377,329
Salem Lafayette Associates	08-302	367,922	341,645	386,482
Unico Apartments	08-303	268,320	251,179	313,616
Mt Carmel Guild (Ocean Towers)	08-304	131,298	133,000	131,298
Vector U.R. Assoc. I (Harborspire I)	08-305	4,394,908	1,837,961	2,440,885
Villa Borinquen (Puerto Rican Lutheran)	08-306	361,824	327,000	380,710

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED	BUDGETED	REALIZED
GENERAL REVENUES		* CY 2011 *	* SFY 2010 *	* SFY 2010 *
FCOA				
08-307	Van Wagenen I	243,999	244,000	244,233
08-308	Plaza Apartments	56,999	57,000	57,000
08-309	Path	86,729	86,729	86,729
08-310	Battery View Seniors	243,467	271,600	271,775
08-311	Vector U.R. Assoc. II (Harborspire II)			
08-312	Jones Hall Associates	117,774	91,770	92,514
08-313	Summit Plaza Apartments	220,000	215,150	215,150
08-314	Jersey Heights Realty	53,999	51,000	53,250
08-315	106 York Street UR Co.	0		0
08-316	Port Authority of New York/New Jersey	736,305	736,305	736,305
08-317	Muehlenberg Gardens Seniors	116,471	116,471	146,443
08-318	Bergen Manor Associates	43,600	26,000	26,753
08-319	Kennedy Manor Associates	21,998	20,000	21,499
08-320	Montgomery Gateway I	232,246	228,172	239,629
08-321	Montgomery Gateway II	195,615	123,870	214,921
08-322	Y.W.C.A.- Storms Ave. Elderly Arts	0		0
08-323	Fairview Associates	139,000	117,000	133,500
08-326	GS/JC 30 Hudson St, UR (Comm. Rental Units)	0		0
08-327	Kennedy Blvd. Associates	300,000	149,000	149,000
08-328	Brunswick Estates	140,999	140,000	141,000

CURRENT FUNDS - ANTICIPATED REVENUES

	FCOA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES				
2854 Kennedy Blvd LLC	08-330	44,422	69,300	62,820
Chowanec UR, LLC	08-333	17,019	14,251	13,253
PHM Associates	08-336	764,500	778,900	774,123
MEPT Journal Square Development UR LLC	08-338	0		0
475 Claremont Lofts	08-339	212,241	233,094	229,959
NC Housing Associates #100	08-340	881,826	806,000	778,119
NC Housing Associates #200	08-341	1,166,993	1,054,900	1,090,647
412-420 MLK Drive, LLC (TheAuburn)	08-342	7,401	10,171	10,421
Port Liberte'	08-343	1,529,525	2,245,173	2,232,872
Hotel at Newport UR, LLC (Westin)	08-344	671,719	652,013	702,220
Volunteers of America	08-346	86,999	84,000	86,250
Lafayette Family Phase II (Pacific Court)	08-348	42,209	43,440	43,440
Pontside Urban Renewal	08-349	1,844,182	1,762,510	1,798,076
205 10th Street	08-350	0		0
Toy Factory Apartments, LP	08-362	33,491	44,779	55,592
Fairmount Housing/155 MLK Drive	08-359	0	1,500	402
Ocean Bayview I Urban Renewal	08-360	14,556	14,100	14,599
Rialto Capital UR, LLC	08-361	1,100,000	1,005,425	990,729
Tower of America	08-362	3,090,406	3,181,800	3,181,800
Sienna Urban Renewal	08-363	648,060	678,700	660,031

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

	FCOA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
30 River Court East	08-365	1,564,306	1,740,000	1,740,000
20 River Court West	08-366	1,447,411	1,569,050	1,569,050
Newport Office Center III	08-367	1,057,789	973,177	1,024,070
Newport Office Center IV	08-368	1,601,770	1,473,718	1,507,449
90 Hudson Urban Renewal	08-369	1,100,297	1,096,616	1,123,089
70 Hudson Street	08-370	1,034,618	1,048,441	1,044,421
Portofino Towers / Portofino Waterfront U.R.	08-371	2,298,245	2,377,135	2,335,081
Candlewood Urban Renewal	08-372	249,120	269,301	265,860
Marbella Tower Urban Renewal Associates	08-373	1,567,914	1,580,000	1,578,537
Sugar House	08-375	642,784	686,960	691,644
74 Grand Street	08-378	731,450	744,489	757,329
Grand LHN I UR LLC	08-379			
Newport Hotel One Urban Renewal	08-380	115,039	138,830	138,609
T.C.R. Pier Urban Renewal	08-383	676,036	695,231	744,601
Arlington Arms Apts.	08-385	43,901	44,000	43,902
Padua Court	08-386	22,914	24,000	23,632
Paulus Hook Community Housing	08-388	295,567	240,000	294,122
College Towers	08-389	0		0
Grandview Terrace	08-390	180,641	167,000	181,760
Equality Housing	08-391	111,999	112,000	112,000

CURRENT FUNDS - ANTICIPATED REVENUES		FOCA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES					
Audubon Park Associates		08-392	139,999	140,000	140,000
Lafayette Family UFA LLC (Woodward Terrace)		08-393	38,855	0	0
Van Wagenen II		08-394	124,160	100,000	100,000
Commerz N.J.		08-395			
101 Hudson Urban Renewal		08-396			
James Monroe		08-397	1,892,965	2,130,019	2,132,263
Criterion		08-399			
Hague		08-400			
Claremont Urban Renewal Corp.		08-401			
Mid City Apt. UR II		08-402	6,563	6,498	6,478
Fairmount Housing Group (Bergen & Grant)		08-403	5,876	5,876	5,897
Resurrection House		08-404	14,517	14,166	14,166
Euell Development		08-405	2,651	2,652	3,733
Arlington Gardens		08-406	48,113	53,608	48,116
Villa Borinquen II		08-407	12,000	12,000	12,000
Lutheran Residence Corp.		08-408	7,620	7,600	7,620
169 M.L.K. Drive Corp.		08-409	3,100		0
Mercury UR, LLC		08-410	0		0
Town Cove North Urban Renewal		08-411	1,068,085	1,335,600	1,157,957
Mid-City Apartments UR I		08-412	11,800	11,600	12,000

CURRENT FUNDS - ANTICIPATED REVENUES		FOCA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES					
Hudson Hospitality		08-414	199,959	192,653	211,394
Fairmount Hotel		08-415	5,744	14,900	11,181
Summit Urban Renewal		08-416	8,355	11,800	10,673
New Community Hudson Seniors - 33 Orchard Street		08-417	10,000	66,131	66,282
Town Cove South Urban Renewal (Pinnacle Towers)		08-418	2,002,733	1,412,860	1,622,910
Public School #2		08-419	0		0
Newport Office Center V		08-420	1,740,122	1,783,522	1,773,519
Newport Office Center VI		08-421	767,041	797,202	792,063
Newport Office Center VII		08-422	2,781,251	2,812,970	2,807,565
Liberty Waterfront		08-423	1,373,733	1,420,530	1,384,300
30 Hudson Street		08-425	3,977,373	3,558,549	3,446,702
Project HOME Urban Renewal		08-427	25,010	26,519	27,170
Athens Bldg UR, LLC		08-428	0		0
Hudson Point Apartments		08-429	631,255	644,266	622,843
North Pier Apartments		08-430	1,163,029	1,762,510	1,130,786
T.C.R. JC I Urban Renewal		08-431	709,272	867,846	826,829
25 River Drive Urban Renewal		08-432	1,537,521	1,495,000	1,462,143
M.L.K. Drive Urban Renewal (HUB)		08-434	0	168,808	3,034
Port Liberte II		08-435	3,421,384	3,756,668	3,802,022
Summit/Greenwich Urban Renewal		08-436	105,340	119,295	116,917

CURRENT FUNDS - ANTICIPATED REVENUES		FOCA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES					
Essex Waterfront		08-437	2,909,526	2,931,242	2,934,742
Pilot Application Fees		08-438	704,999	524,393	1,109,326
Caven Point Urban Renewal		08-439	140,562	157,287	154,437
Call Harbor Plaza IV		08-440	839,784	867,221	862,298
Call Harbor Plaza V		08-441	3,235,175	3,045,255	3,039,277
Call Harbor South Pier		08-442	572,825	201,147	201,947
99 Rutgers Avenue		08-443	12,347	12,300	12,579
Bramhall Urban Renewal		08-445	48,777	53,100	49,643
Macy's-Department Store #3		08-446	282,125	299,337	296,404
Plaza #10 Urban Renewal		08-447	1,609,619	1,505,210	1,758,463
Raine Court Urban Renewal		08-448	134,263	144,862	140,318
Atrium Hamilton Park		08-450	153,360	152,000	154,797
H.P. Lincoln Urban Renewal		08-452	426,451	466,900	466,704
Fulton's Landing (PulteHomes UR, LLC)		08-453	656,198	721,690	722,899
Majestic Theatre		08-457	224,731	237,259	237,844
769 Montgomery Street U.R., LLC		08-351	33,420		
AH Moore Phz		08-335	49,403		
Forrest Sr Citizens		08-476	102,999		
SUBTOTAL			12,136,564	11,319,203	12,141,675

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED	BUDGETED	REALIZED
	FCOA	* CY 2011 *	* SFY 2010 *	* SFY 2010 *
GENERAL REVENUES				
(3.) MISCELLANEOUS REVENUE - SECTION G: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
J.H. & R.C. Senior Homes	08-413	0	1,785	668
50 Hudson Street - Goldman Sachs	08-426	0		0
Let's Celebrate	08-458	3,549	3,500	3,593
140 Bay Street	08-459	363,983	394,765	421,661
700 Grove Street	08-460	1,935,016	1,948,360	1,909,543
Liberty Point	08-461	171,506	202,360	183,540
Bostwick Court UR Assoc. LLP	08-462	264,424	70,765	70,170
Henderson Lofts	08-463	643,529	687,733	674,100
K. Hovnanian at 77 Hudson St., UR, Co., LLC	08-467	1,836,000	189,125	471,994
203-207 Van Vorst UR Co., LLC (Lofts at Van Vorst)	08-468	0		0
EQR at 77 Hudson Street	08-466	1,593,732	747,763	739,056
Shore Club North UR LLC	08-470	2,299,013	1,514,376	1,503,393
ACC Tower 1A (American Can)	08-472	348,680	197,761	232,033
MEPT Journal Square Tower South UR	08-473	0		0
Aqua UR Co, LLC	08-477	996,730	745,059	278,919
Greenville Steering Committee	08-605	4,721	2,100	0
TOTAL P.I.L.O.T.	08-150	96,901,282	87,811,273	88,123,057

CURRENT FUNDS - ANTICIPATED REVENUES GENERAL REVENUES	FOCA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
(3) MISC REVENUE - SECTION G - SPECIAL REVENUE ITEMS ANTIC WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF DLGS-OTHER SPECIAL ITEMS				
Sale of Municipal Prop - Land Sales	08-121	1,183,410	5,800,000	5,865,000
United Water Reimbursement Water Operations	08-117	800,000	691,672	811,837
MUA Reimbursement Water Operations	08-118	0	490,691	417,311
MUA Franchise Concession Payment	08-113	12,000,000	16,000,000	16,041,375
MUA Water Debt Service Payment	08-114	5,736,917	5,668,779	5,827,403
Uniform Fire Safety Act	08-134	250,000	250,000	250,000
Res. for Payment of Capital Debt	08-126	0	8,500,000	8,500,000
Developer's Fee for Riparian Rights			0	
Added and Omitted Taxes	08-153	844,291	844,291	844,291
Parking Lot Audit	08-144		0	
Reserve for Capital Outlay	80-171			
Reserve for Burial	08-170			
Reserve for Don Arlington Park	08-172			
Reserve for TB Program	08-173			
Reserve for Public Safety	08-174			
Reserve for Clean/Green	08-177			
Reserve for Fire Truck	08-175			
Abatement Transfer Fee		2,848,686		
		0		
TOTAL SECT G - SPC REV ITEMS ANTIC W/ PRIOR CONSENT OF DIR OF DLGS -	08	120,364,586	126,256,906	126,680,274

CURRENT FUNDS - ANTICIPATED REVENUES	FOCA	ANTICIPATED * CY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
GENERAL REVENUES	XXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
SUMMARY OF REVENUES				
1. SURPLUS ANTICIPATED (Sheet 4.#1)	08-100	15,000,000	11,292,000	11,292,000
2. SURPLUS ANTICIPATED W/PRIOR CONSENT DIR. DLGS(Sheet 4.#2)	08-101	802,000	804,000	804,000
3. MISCELLANEOUS REVENUES:		XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Total Section A: Local Revenues	08	32,534,232	30,025,692	28,697,601
Total Section B: State Aid W/O Offsetting Appropriations	09	72,159,369	99,780,216	99,778,008
Total Section C: Dedicated Uniform Construction with Approp	08	2,672,937	4,590,890	2,672,987
Total Section D: Interlocal Municipal Service Agreements	11	0	0	0
Total Section E: Special Items - Additional Revenues	08	0	0	0
Total Section F: Special Items - Public & Private Revenues	10,12,19	27,980,212	45,501,188	45,345,075
Total Section G: Special Items - Other Special Items	08	120,564,586	126,256,906	126,680,274
TOTAL - MISCELLANEOUS REVENUES	40004-00	255,911,336	306,154,892	303,173,945
(4.) RECEIPTS FROM DELINQUENT TAXES	193-15	3,676,758	584,154	414,801
(5.) SUBTOTAL GENERAL REVENUES (Items 1,2,3, & 4)	40001-00	275,390,094	318,815,046	315,684,746
(6.) AMOUNT TO BE RAISED BY TAXES FOR SUPPORT OF MUNICIPAL BUDGET:				
(a.) Local Tax Including Reserve For Uncollected Taxes	07-190	201,991,252	185,058,594	184,510,647
(b.) Addition to Local District School Tax	07-191	6,457,135	7,506,918	7,506,918
(c.) Minimum Library Tax	07-192	6,658,898		
TOTAL - AMOUNT TO BE RAISED BY TAXES	07	215,107,285	192,565,512	192,017,565
(7.) TOTAL GENERAL REVENUES	40000-00	490,497,380	511,380,558	507,702,311

(8.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A.) OPERATIONS within "CAPS"							
OFFICE OF THE MAYOR							
MAYOR'S OFFICE	20-110						
100 - Salaries & Wages	20-110-1	970,000	1,030,000		1,030,000	948,768	81,232
101 - Other Expenses	20-110-2	20,200	58,000		58,000	25,951	32,049
TOTAL OFFICE OF THE MAYOR		990,200	1,088,000	0	1,088,000	974,719	113,281
CITY CLERK & MUNICIPAL COUNCIL							
OFFICE OF THE CITY CLERK							
200 - Salaries & Wages	20-120-1	810,000	733,000		733,000	657,559	75,441
201 - Other Expenses	20-120-2	98,600	114,600		114,600	77,207	37,393
202 - General & Primary Election	20-120-2	100,000	100,000		100,000	76,500	23,500
203 - Municipal Election	20-120-2	0	0		0	0	0
MUNICIPAL COUNCIL							
210 - Salaries & Wages	20-123-1	570,000	573,440		573,440	571,830	1,610
211 - Other Expenses	20-123-2	79,250	83,600		83,600	74,459	9,141
ANNUAL AUDIT - 214 - Other Expenses	20-135-2	360,000	0		0	0	0
TOTAL CITY CLERK & COUNCIL		2,017,850	1,604,640	0	1,604,640	1,457,555	147,085

(8.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A.) OPERATIONS within "CAPS"							
DEPARTMENT - ADMINISTRATION							
ADMINISTRATOR'S OFFICE	20-100						
250 - Salaries & Wages	20-100-1	1,775,000	2,262,250		2,262,250	1	
251 - Other Expenses	20-100-2	99,550	99,500		99,500	11,715	
ARCHITECTURE	20-112						
253 - Salaries & Wages	20-112-1					0	
254 - Other Expenses	20-112-2					0	
MANAGEMENT & BUDGET	20-101						
255 - Salaries & Wages	20-101-1	400,000	237,700		237,700	9,802	
256 - Other Expenses	20-101-2	321,350	337,700		337,700	34,591	
ENGINEERING	20-113						
257 - Salaries & Wages	20-113-1					0	
258 - Other Expenses	20-113-2					0	
PURCHASING & CENTRAL SERVICES	20-102						
260 - Salaries & Wages	20-102-1	565,000	670,200		670,200	662,212	7,988
261 - Other Expenses	20-102-2	42,750	52,500		52,500	42,205	10,295
REAL ESTATE	20-103						
272 - Salaries & Wages	20-103-1	180,000	194,500		194,500	193,091	1,409
273 - Other Expenses	20-103-2	11,600	13,700		13,700	10,604	3,096

(B) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A.) OPERATIONS within "CAPS"							
MAYOR'S ACTION BUREAU	20-104						
275 - Salaries & Wages	20-104-1	414,000	555,000		555,000	541,506	13,494
276 - Other Expenses	20-104-2	2,000	3,200		3,200	495	2,705
COMMUNICATIONS	20-106						
277 - Salaries & Wages	20-106-1	398,000	467,500		467,500	456,331	9,169
278 - Other Expenses	20-106-2	2,800	8,800		8,800	1,344	7,456
UTILITY MANAGEMENT	20-107						
284 - Salaries & Wages	20-107-1	624,859	583,325		583,325	583,325	0
285 - Other Expenses	20-107-2	0	0		0	0	
PERSONNEL	20-105						
290 - Salaries & Wages	20-105-1	470,000	486,760		486,760	478,522	8,238
291 - Other Expenses	20-105-2	114,731	165,300		165,300	141,560	23,740
ECONOMIC OPPORTUNITY	20-108						
292 - Salaries & Wages	20-108-1	190,000	451,000		451,000	444,169	6,831
293 - Other Expenses	20-108-2	5,700	6,000		6,000	1,145	4,855

(A.) OPERATIONS within "CAPS"	FOOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
RISK MANAGEMENT	20-109						
294 - Salaries & Wages	20-109-1	223,000	277,000		277,000	268,999	8,001
295 - Other Expenses	20-109-2	2,660	3,700		3,700	1,861	1,839
INFORMATION TECHNOLOGY	20-140						
298 - Salaries & Wages	20-140-1	923,000	1,026,000		1,026,000	1,011,188	14,812
299 - Other Expenses	20-140-2	983,800	1,557,200		1,557,200	1,254,680	302,520
MUNICIPAL COURT	43-490						
2280 - Salaries & Wages	43-490-1	3,475,000	4,000,000		4,000,000	3,857,572	142,428
2281 - Other Expenses	43-490-2	231,700	349,500		349,500	236,377	113,123
PUBLIC DEFENDER	43-495						
A282 - Salaries & Wages	43-495-1	90,000	86,240		86,240	86,240	0
A283 - Other Expenses	43-495-2	256,100	258,300		258,300	223,598	34,702
COLLECTIONS							
310 - Salaries & Wages	20-145	770,000	775,640		775,640	762,008	13,632
311 - Other Expenses	20-145	142,900	168,450		168,450	134,527	33,923

(8) GENERAL APPROPRIATIONS	FOOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"							
ACCOUNTS & CONTROL							
330 - Salaries & Wages	20-134	525,000	567,000		567,000	548,278	18,722
331 - Other Expenses	20-134	4,880	5,880		5,880	4,274	1,606
INTERNAL AUDIT							
332 - Salaries & Wages	20-147	98,000	160,000		160,000	158,959	1,041
333 - Other Expenses	20-147	2,000	3,100		3,100	1,244	1,856
TOTAL - DEPARTMENT OF ADMINISTRATION		14,302,180	17,278,705		17,278,705	16,317,716	960,989
TAX ASSESSOR	20-150						
375 - Salaries & Wages	20-150-1	910,000	1,000,200		1,000,200	945,090	55,110
376 - Other Expenses	20-150-2	306,700	281,200		281,200	142,638	138,562
TOTAL - OFFICE OF THE TAX ASSESSOR		1,216,700	1,281,400		1,281,400	1,087,728	193,672
DEPARTMENT OF LAW							
LAW DEPARTMENT	20-155						
395 - Salaries & Wages	20-155-1	2,580,000	2,730,500		2,730,500	2,672,149	58,351
396 - Other Expenses	20-155-2	352,500	946,800		946,800	880,401	66,399
TOTAL - DEPARTMENT OF LAW		2,932,500	3,677,300		3,677,300	3,552,550	124,750

(8.) GENERAL APPROPRIATIONS	FOOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"							
DEPARTMENT OF PUBLIC WORKS							
DIRECTOR'S OFFICE	26-290						
400 - Salaries & Wages	26-290-1	440,000	545,595		545,595	486,010	59,585
401 - Other Expenses	26-290-2	84,100	93,900		93,900	73,625	20,275
ARCHITECTURE	26-112						
253 - Salaries & Wages	26-112-1	440,000	527,000		527,000	522,324	4,676
254 - Other Expenses	26-112-2	27,200	25,500		25,500	14,971	10,529
PARK MAINTENANCE	28-375						
408 - Salaries & Wages	28-375-1	1,975,000	2,464,800		2,464,800	2,464,800	0
409 - Other Expenses	28-375-2	662,500	736,000		736,000	569,430	166,570
ENGINEERING	26-113						
257 - Salaries & Wages	26-113-1	1,495,000	2,031,000		2,031,000	1,933,108	97,892
258 - Other Expenses	26-113-2	1,579,001	1,284,200		1,284,200	265,899	1,018,301
BUILDING & STREET MAINTENANCE	26-291						
412 - Salaries & Wages	26-291-1	2,150,000	2,582,725		2,582,725	2,582,725	0
413 - Other Expenses	26-291-2	1,404,600	1,176,060		1,176,060	1,122,394	53,666

(8.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"							
AUTOMOTIVE SERVICES	26-315						
415 - Salaries & Wages	26-315-1	779,000	905,100		905,100	0	
416 - Other Expenses	26-315-2	2,673,600	2,302,700		2,165,696	137,004	
NEIGHBORHOOD IMPROVEMENT							
422 - Salaries & Wages	20-175-1	270,000	625,200		616,248	8,952	
423 - Other Expenses	20-175-2	10,200	19,000		19,000	10,588	
TOTAL DEPARTMENT OF PUBLIC WORKS		13,990,201	15,318,780		13,730,742	1,588,038	
DEPARTMENT OF RECREATION							
DIRECTOR'S OFFICE	28-370						
465 - Salaries & Wages	28-370-1	2,489,000	2,945,000		2,764,861	180,139	
456 - Other Expenses	28-370-2	438,235	352,235		262,368	89,867	
TOTAL - DEPARTMENT OF RECREATION		2,928,235	3,297,235		3,027,229	270,006	
DEPARTMENT- HEALTH & HUMAN SERVICES							
DIRECTOR'S OFFICE	27-330						
500 - Salaries & Wages	27-330-1	808,539	816,500		816,500	19,962	
501 - Other Expenses	27-330-2	64,750	71,300		71,300	21,437	

(8) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"							
HEALTH	27-331						
510 - Salaries & Wages	27-331-1	1,933,635	2,209,325		2,209,325	2,082,891	126,434
511 - Other Expenses	27-331-2	529,940	656,066		656,066	593,789	62,277
CULTURAL AFFAIRS	27-332						
512 - Salaries & Wages	27-332-1	581,263	641,000		641,000	612,335	28,665
513 - Other Expenses	27-332-2	179,000	176,700		176,700	97,420	79,280
CLINICAL SERVICES	27-333						
515 - Salaries & Wages	27-333-1	331,940	154,094		154,094	139,482	14,612
516 - Other Expenses	27-333-2	46,270	46,270		46,270	37,365	8,905
AIDS EDUCATION PROGRAM	27-334						
581 - Other Expenses	27-334-2	20,000	20,000		20,000	18,923	1,077
SENIOR CITIZEN AFFAIRS							
511 - Salaries & Wages	27-335	334,938	234,500		234,500	234,500	1
Other Expenses	27-335	66,000	73,275		73,275	60,730	12,545
TOTAL - HEALTH & HUMAN SERVICES		4,896,275	5,099,030		5,099,030	4,723,835	375,195
DEPARTMENT OF FIRE & EMERGENCY SVCS.							
601- FIRE OE O.S.H.A. (PL 1983,c 516)	25-267-2	350,000	350,000		350,000	350,000	0
UNIFORM FIRE SAFETY ACT (PL83,c.383)	25-266						
602 - Salaries & Wages	25-266-1	235,000	235,000		235,000	235,000	0
603 - Other Expenses	25-266-2	7,500	15,000		15,000	0	15,000

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(8.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"							
FIRE	25-265						
605 - Salaries & Wages	25-265-1	60,300,000	64,330,031		64,330,031	61,857,915	2,472,116
606 - Other Expenses	25-265-2	1,915,100	1,415,700		1,415,700	1,102,470	313,230
TOTAL - FIRE & EMERGENCY SERVICES		62,807,600	66,345,731	0	66,345,731	63,545,385	2,800,346
DEPARTMENT OF POLICE							
POLICE	25-240						
650 - Salaries & Wages	25-240-1	90,430,350	93,390,240		93,390,240	90,911,584	2,478,656
651 - Other Expenses	25-240-2	2,918,033	2,522,750		2,522,750	2,217,062	305,688
TOTAL - DEPARTMENT OF POLICE		93,348,383	95,912,990	0	95,912,990	93,128,646	2,784,344
HOUSING, ECON. DEV. & COMMERCE							
DIRECTOR'S OFFICE	20-170						
700 - Salaries & Wages	20-170-1	570,000	566,440		566,440	554,615	11,825
701 - Other Expenses	20-170-2	33,200	23,700		23,700	13,284	10,416

(3) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"							
Uniform Construction Code - Appropriations Offset by Dedicated Revenues (N.J.A.C. 5:23-4.17)							
CONSTRUCTION CODE OFFICIAL	22-195						
702 - Salaries & Wages	22-195-1	1,870,000	1,999,900		1,999,900	1,937,892	62,008
703 - Other Expenses	22-195-2	103,200	146,000		146,000	91,899	54,101
TENANT/LANDLORD RELATIONS	22-196						
712 - Salaries & Wages	22-196-1	45,000	75,100		75,100	64,642	10,458
713 - Other Expenses	22-196-2	10,350	12,800		12,800	7,278	5,522
COMMUNITY DEVELOPMENT	27-360						
715 - Other Expenses	27-360-2	4,250	5,000		5,000	3,969	1,031
COMMERCE	22-197						
718 - Salaries & Wages	22-197-1	850,000	911,600		911,600	820,283	91,317
719 - Other Expenses	22-197-2	35,900	41,500		41,500	33,206	8,294
ECONOMIC DEVELOPMENT	22-171						
720 - Salaries & Wages	22-171-1	246,000	388,250		388,250	365,127	23,123
721 - Other Expenses	22-171-2	2,000	7,200		7,200	2,054	5,146
CITY PLANNING	21-180						
722 - Salaries & Wages	21-180-1	770,000	760,340		760,340	743,655	16,685
723 - Other Expenses	21-180-2	6,200	16,400		16,400	9,925	6,475

(8.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"							
HOUSING CODE ENFORCEMENT	22-198						
724 - Salaries & Wages	22-198-1	725,000	924,000		924,000	900,274	23,726
725 - Other Expenses	22-198-2	55,500	52,500		52,500	45,834	6,666
PLANNING BOARD	21-181						
729 - Other Expenses	21-181-2	82,000	83,300		83,300	75,174	8,126
BOARD OF ADJUSTMENT	21-185						
730 - Other Expenses	21-185-2	68,200	69,300		69,300	64,378	4,922
HISTORIC DISTRICT COMMISSION	21-175						
737 - Other Expenses	21-175-2	100	400		400	0	400
ZONING OFFICER	21-186						
732 - Salaries & Wages	21-186-1	246,000	397,000		397,000	370,194	26,806
733 - Other Expenses	21-186-2	14,900	20,100		20,100	16,965	3,135
TOTAL HOUSING, ECON. DEV. & COMMERCE		5,737,800	6,500,830	0	6,500,830	6,120,648	380,182

(8.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"							
UNCLASSIFIED							
87A - INSURANCE ALL DEPARTMENTS	23-210	6,404,550	6,390,500		6,390,500	5,474,250	916,250
87B - EMPLOYEE GROUP HEALTH INSURANCE	23-220	67,324,460	63,532,144		63,532,144	61,501,930	2,030,214
ATM - AID TO MUSEUM	30-416		500,000		500,000	500,000	0
AAM - AID TO AFRICAN AMER. MUSEUM	30-417		124,000		124,000	20,000	104,000
JCI - JC INCINERATOR AUTHORITY	26-305	26,300,000	28,000,000		28,000,000	28,000,000	0
879 - MUNICIPAL PUBLICITY	30-410	10,000	64,000		64,000	24,544	39,456
880 - OTHER MUNICIPAL ADVERTISING	30-411	10,000	20,000		20,000	10,671	9,329
881 - CELEBRATION OF PUBLIC EVENTS	30-412	0	20,000		20,000	8,086	11,914
884 - PROFESSIONAL AFFILIATIONS	30-413	24,000	24,000		24,000	21,338	2,662
AMBULANCE SERVICE	25-260	3,700,419	3,540,320		3,540,320	3,540,320	0
ETHICAL STANDARDS BOARD	30-418	20,000	20,000		20,000	18,400	1,600
HEALTH BENEFIT WAIVER	23-221	1,200,000				0	0
CITY-WIDE PROPERTY REVALUATION	30-419						

(8.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(A.) OPERATIONS within "CAPS"	XXXXXXXXXX						
UNCLASSIFIED (CONTINUED)							
883 - ELECTRICITY	31-430-2	3,430,000	3,000,000		3,000,000	2,906,771	93,229
885 - STREET LIGHTING	31-431-2	3,450,000	3,000,000		3,000,000	2,500,000	500,000
886 - MUNICIPAL RENT	31-432-2	2,600,000	3,120,000		3,120,000	2,586,510	533,490
888 - GASOLINE	31-434-2	1,518,415	1,100,000		1,100,000	1,098,961	1,039
889 - COMMUNICATIONS	31-435-2	1,567,000	1,218,000		1,218,000	1,053,650	164,350
899 - FUEL	31-436-2	0	0		0	0	
887 - OFFICE SERVICES	31-433-2	1,504,000	1,361,200		1,361,200	1,055,735	305,465
970 - SALARY ADJUSTMENT	30-414-2					0	
TOTAL UNCLASSIFIED		119,052,844	115,034,164	0	115,034,164	110,321,166	4,712,998
875 - ACCUMULATED ABSENCES	30-415	0	8,404,000	0	8,404,000	8,403,600	400
TOTAL OPERATIONS within "CAPS"	32315-00	324,220,768	340,842,805		340,842,805	326,391,519	14,451,286
(B.) CONTINGENT	35-470	50,000	50,000	XXXXXXXXXXXX	50,000	0	50,000
TOTAL OPERATIONS incl. CONTINGENT within "CAPS"	30001-00	324,270,768	340,892,805	0	340,892,805	326,391,519	14,501,286
DETAIL:	30001-11	188,214,524	209,349,895		209,349,895	202,969,620	6,380,275
SALARIES & WAGES	30001-99	136,056,244	131,542,910	0	131,542,910	123,421,899	8,121,011
OTHER EXPENSES (incl. Contingent)							

(8) GENERAL APPROPRIATIONS	Appropriated			Expended SFY 2010		
	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(E) DEFERRED CHARGES & STATUTORY EXPENDITURES within "CAPS"						
(1) DEFERRED CHARGES:						
EMERGENCY AUTHORIZATIONS						
Special Emergency Authorizations 5 Years (40A:4-55)						
Special Emergency Authorizations 3 Years (40A:4-55.1)(40A:4-55.13)						
Overexpended Grant Reserves					0	
Overexpenditures						
Expenditure without Appropriation						
923 - PRIOR YEARS BILLS	23,708	15,469		15,469	15,469	
SUBTOTAL - DEFERRED CHARGES	23,708	15,469		15,469	15,469	

(8.) GENERAL APPROPRIATIONS	Appropriated			Expended SFY 2010			
	FCOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(E) DEFERRED CHARGES & STATUTORY EXPENDITURES within "CAPS"							
(2.) STATUTORY EXPENDITURES:							
928 - Social Security System (O.A.S.I.)	36-473-2	4,200,000	4,345,000		4,345,000	3,891,894	453,106
929 - Consol. Police/Fire Pension	36-474-2	128,541	122,607		122,607	122,607	0
Police/Fire Retirement System NJ	36-488	39,372,827	15,862,058		15,862,058	15,862,058	0
926 - Mun. Employees Pension Fund	36-478	7,307,923	5,655,937		5,655,937	5,655,937	0
931 - Employees Non-Contributory Pension (NJS43:88-7)	36-475-2	238,000	247,812		247,812	226,910	20,902
932 - Pensioned Employees	36-476-2	99,972	99,972		99,972	91,638	8,334
933 - Payments To Widows & Dependents Deceased Public Safety Members (NJ40:11,43:8B)	36-477-2	720	720		720	659	61
935 - UNEMPLOYMENT COMP. INSURANCE N.J.S. 43:31 et seq	23-225-2	494,066	100,000		100,000	100,000	0
Public Employees' Retirement System (PERS)	36-472-2	2,540,841	1,187,712		1,187,712	1,177,732	9,980
SUBTOTAL STATUTORY EXPENDITURES		54,382,880	27,621,818		27,621,818	27,129,435	492,383
TOTAL DEFERRED CHARGES & STATUTORY EXPENDITURES - MUNICIPAL within CAPS	30004-00	54,406,598	27,637,287	0	27,637,287	27,144,904	492,383
(G.) CASH DEFICIT OF PRECEDING YEAR	46-885-02						
(H-1) TOTAL GENERAL APPROPRIATIONS WITHIN "CAPS"	30005-00	378,677,366	368,530,092	0	368,530,092	353,536,423	14,993,669

PRIOR YEARS BILLS - DETAILS

VENDOR	FY	SERVICES	VOUCHER NO.	AMOUNT
HUDSON REALTY ABSTRACT CO	08	TITLE SEARCH	B074912	443
P.O. DONALD WILLIAMS	09	FOOD FOR K-9 DOG SHAMU	B075310	179
AURELIO VINCITORE	10	MILEAGE REIMBURSEMENT	B075981	169
OPTICAL CLAIMS - VARIOUS EMPLOYEES	10	OPTICAL CLAIMS	B074974	200
RUTGERS UNIVERSITY FOR GOVT SRVC	09	REGISTRATION FEE	B075787	329
CHARLES A. GALLAGHER	10	MEIDCARE REIMBURSEMENT	B076059	663
JOAN E. RATAJCZIK	10	MEIDCARE REIMBURSEMENT	B076073	579
JOSEPH KRAJNIK	10	MEIDCARE REIMBURSEMENT	B076060	221
PATRICIA T. WEBSTER	10	MEIDCARE REIMBURSEMENT	B076065	579
FRANK W. RATAJCZIK	10	MEIDCARE REIMBURSEMENT	B076075	584
HUDSON REPORTER	08-09	ADS	B071071	2,439
ANGEL MALDONADO	10	MEIDCARE REIMBURSEMENT	B076063	579
ALFRED LASALA	10	MEIDCARE REIMBURSEMENT	B076070	442
GAYLE OATES	10	MEIDCARE REIMBURSEMENT	B076230	386
JAMES T. COX	10	MEIDCARE REIMBURSEMENT	B076241	553
NAJIA CODRINGTON	09	CARIBBEAN CARNIVAL PARADE	B076201	725
DEPT OF HEALTH & HUMAN SERVICES	09	RETIREE DRUG REIMBURSEMENT	B076479	3,184
SHIRLEY HEIDERSBERGER	09	MEIDCARE REIMBURSEMENT	B076243	771
HC SCHOOL OF T TECHNOLOGY	09	RENTAL OF BUSES - 2009	B074726	5,600
BRANCH BROOK PARK	09	SKATING TRIPS - 2009	B074153	820
PAC-VAC INC	09	OFFICE TRAILER RENTAL	B074158	341
UNIVERSAL CHEMICAL	10	TANKS FOR PERSHING FIELD	B074168	2,621
THOMSON WEST	10	SUBSCRIPTION 2010 LAW PAMPHLET	B076890	1,291

(8-)GENERAL APPROPRIATIONS	Appropriated				Expended SFY 2010		
	FOOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A.) OPERATIONS-EXCLUDED "CAPS"	FOOA						
UNIFORM CONSTRUCTION CODE INCREASED FEE REVENUES (NJAC 5:23-4.17)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
TOTAL - INCREASED CONSTRUCTION CODE FEES	XXXXXXXXXX	0	0	0	0	0	0

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(8-)GENERAL APPROPRIATIONS	Appropriated				Expended SFY 2010		
	FOOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A.) OPERATIONS-EXCLUDED "CAPS"	FOOA						
INTERLOCAL MUNICIPAL SERVICE AGREEMENTS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
TOTAL - INTERLOCAL SERVICE AGREEMENTS		0	0	0	0	0	0

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(8-)GENERAL APPROPRIATIONS	Appropriated				Expended SFY 2010		
	FOOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A.) OPERATIONS-EXCLUDED "CAPS"	FOOA						
ADDITIONAL APPROPRIATIONS OFFSET BY REVENUES (N.J.S. 40A:4-45.3H)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
TOTAL - ADDITIONAL APPROPRIATIONS		0	0	0	0	0	0

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(B-)GENERAL APPROPRIATIONS		Appropriated			Expended SFY 2010		
	FCOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A) OPERATIONS-EXCLUDED "CAPS"	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A-4-43.3h)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Public Health Priority Funding	41-081		150,082		150,082	150,082	0
Summer Food Service	41-114	418,635	333,918		333,918	333,918	0
Women, Infant & Children (W.I.C.)	41-158		1,569,900		1,569,900	1,569,900	0
Child Health - PORSCHE	41-019	97,500	201,900		201,900	201,900	0
UEZ - Apple Tree House	41-175	600,000				0	0
RT 440/189 Study	41-258		829,966		829,966	829,966	0
Sexually Transmitted Disease Control	41-112		75,183		75,183	75,183	0
Mun. Alliance-Drug & Alcohol Abuse	41-056		302,174		302,174	302,174	0
UEZ - Hudson Community Enterprise	41-301	125,000	150,000		150,000	150,000	0
UEZ - Monticello Main Street	41-129		70,000		70,000	70,000	0
UEZ - Customer Service Skills Center	41-116		355,461		355,461	355,461	0
State Homeland Security - Rebreathers	41-245		29,273		29,273	29,273	0
Job Training Partnership Act	41-058		4,107,156		4,107,156	4,107,156	0
GSHPT West Bergen Historic district		50,000				0	0
JTPA-R	41-260	186,750	1,743,716		1,743,716	1,743,716	0
Senior Citizen Services	41-120		65,000		65,000	65,000	0
UEZ CCTV Camera (West Side Ave)		310,192				0	0
PARIS Grant	41-186		173,770		173,770	173,770	0

(6.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A.) OPERATIONS-EXCLUDED "CAPS"	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Community Service Block Grant	41-015	581,498	959,328		959,328	959,328	0
Local Safety Program - MLK Drive Intersections	41-267		477,240		477,240	477,240	0
Senior Nutrition	41-113	1,334,570	1,374,698		1,374,698	1,374,698	0
State Health Service (H1N1)	41-262		493,306		493,306	493,306	0
EPA Brownfields Cleanup		200,000				0	0
UEZ - Woman Rising Community Partnership	41-257		247,500		247,500	247,500	0
HCOS- Columbia Park	41-265		100,000		100,000	100,000	0
HCOS - Berry Lane Expansion	41-221		1,200,000		1,200,000	1,200,000	0
Recycling Tonnage	41-239	534,997	231,403		231,403	231,403	0
Bullet Proof Vest Partnership Program		89,009				0	0
Ed Byrne JAG (LETS)	41-300	500,000				0	0
Business Improvement Phase 2	41-302	265,000				0	0
FEMA SAFER	41-304	8,158,925				0	0
Learn to Swim	41-831	120,000				0	0
Homeland Security And Prep Grant	41-240					0	0
UEZ- Rising Tide Capital	41-292	125,000				0	0
UEZ - Liberty House	41-303	250,000				0	0
UEZ- Stabilization & Rehab Historic Powerhouse	41-230					0	0

(B.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(A.) OPERATIONS-EXCLUDED "CAPS"	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Safe Routes to Schools	41-700				0	0	0
EDC Administration	41-140	2,293,835	1,199,955		1,199,955	1,199,955	0
CSBG-R	41-259		1,596,740		1,596,740	1,596,740	0
Subregional Studies Program - Liberty St Park		220,000			0	0	0
Subregional Studies Program - Morris Canal		220,000			0	0	0
Central Avenue SID	41-138		92,700		92,700	92,700	0
Senior Farmer's Market	41-215		6,000		6,000	6,000	0
Historic Downtown SID	41-047		160,000		160,000	160,000	0
McKinley Square SID	41-071		72,336		72,336	72,336	0
UEZ- Monticello Main St Challenge Grant	19-400				0	0	0
Lead Identification & Field Training Pro (LIFT)	19-400				0	0	0
Journal Square SID	41-142		673,000		673,000	673,000	0
UEZ Police Program 7		1,950,000			0	0	0
UEZ_ DeBraggen & Splitter Inc Loan		500,000			0	0	0
NJDOT - Newark Avenue Streetscape	19-209				0	0	0
TDR Planning Assistance		40,000			0	0	0
NJDOT - 5 Intersection Program	41-210		1,020,000		1,020,000	1,020,000	0
Special Project Support - Summerfest	41-248				0	0	0

(8.) GENERAL APPROPRIATIONS		Appropriated			Expended SFY 2010		
FCOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved	
(A.) OPERATIONS-EXCLUDED "CAPS"							
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)							
HCOS - Friends of Loews	180,000			0	0	0	
UEZ - Liberty Science Center Bridge Loan				0	0	0	
Hudson County Urban Area Security Initiative-Fire		1,978,970		1,978,970	1,978,970	0	
Body Armor Replacement - Atson				0	0	0	
PANYNJ Port Security	514,737			0	0	0	
Senior Info and Assist	65,000			0	0	0	
Justice Assistance Grant		1,834,580		1,834,580	1,834,580	0	
Comprehensive Traffic Safety Grant	36,000	35,800		35,800	35,800	0	
UEZ - Police Program Year 4	1,649,101			0	0	0	
Local Law Enforcement Training & Equipment(LEOTEF)		23,365		23,365	23,365	0	
Body Armor Replacement	69,648	40,228		40,228	40,228	0	
Small Business Development Center	125,000			0	0	0	
CCTV Public Security Project		3,746,700		3,746,700	3,746,700	0	
DOT - 3 Traffic Signals	600,000			0	0	0	
OJJDP Underage Drinking Enforcement		7,500		7,500	7,500	0	
Urban Areas Security Initiative - Fire	3,385,500			0	0	0	
Drunk Driving Enforcement Fund	13,452	14,105		14,105	14,105	0	
DOT - Deadend St Safety Improvements	200,000			0	0	0	

(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)	XXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX
Neighborhood Stabilization Program	41-249		1,700,000	0	1,700,000	1,700,000	0
Neighborhood Housing Rehabilitation	41-700			0	0	0	0
UEZ - CCTV Maintenance	41-136		762,732		762,732	762,732	0
UEZ- Good Faith Waiver Funding	41-271		150,000		150,000	150,000	0
HCOS - City Hall Historic Preservation Study	41-270		25,000		25,000	25,000	0
HCOS - Boyd McGuinness Park Renovation	41-269		140,000	0	140,000	140,000	0
HCOS - Hackensack River Waterfront Park Acq.	41-268		1,125,000	0	1,125,000	1,125,000	0
HUD - Special Project Grant	41-272		237,500		237,500	237,500	0
Energy Efficiency & Conservation Block Grant	41-273		2,329,500	0	2,329,500	2,329,500	0
NUDOT - Sip Avenue Resurfacing	41-274		208,659	0	208,659	208,659	0
HCOS - Pershing Field Historic Arch Preservation	41-275		25,000		25,000	25,000	0
Recreation Opportunities for Ind. w/ Dis (ROID)	41-188		24,000	0	24,000	24,000	0
NUDOT - Newark Avenue Roadway Improvement	41-273		4,311,708		4,311,708	4,311,708	0
Senior Nutrition Program	41-277		130,169	0	130,169	130,169	0
SAMHSA - Town Hall Meeting Grant	41-278		500		500	500	0
NUDOT - Newark Avenue Phase 3 Side Streets	41-279		1,020,000		1,020,000	1,020,000	0
Clean Communities	41-251		285,764		285,764	285,764	0
Justice Assistance Grant	41-266		444,909		444,909	444,909	0

(B.) GENERAL APPROPRIATIONS		Appropriated			Expended SFY 2010		
(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)	XXXXXX XXXXXX	XXXXXX XXXXXX	XXXXXX XXXXXX	XXXXXX XXXXXX	XXXXXX XXXXXX	XXXXXX XXXXXX	XXXXXX XXXXXX
CSBG - Special Initiative	41-291	310,000			0	0	0
Subregional Transportation Planning	41-123	71,977	71,977		71,977	71,977	0
Peer Grouping Grant	41-261	85,000	45,000		45,000	45,000	0
UEZ-Marketing Initiative	41-073		1,562,217		1,562,217	1,562,217	0
UEZ-Police Program	41-176	1,572,691			0	0	0
Emergency Management Assistance - OEM	41-700		40,000		40,000	40,000	0
UEZ - Powerhouse Stabilization Project	41-256		1,813,074		1,813,074	1,813,074	0
Metropolitan Medical Response System	41-074	317,419			0	0	0
FEMA Assist to fire Fighters	41-290	100,000			0	0	0
UEZ - Maintenance	41-213		1,080,000		1,080,000	1,080,000	0
FY 10 Municipal Aid Program	41-263		1,225,887		1,225,887	1,225,887	0
Citywide Intersection Improvement	41-299	220,000			0	0	0
Matching Funds For Grants	41-899	50,000	50,000		50,000	0	50,000
TOTAL - PUBLIC & PRIVATE PROGRAMS	40,41,19	28,736,436	46,551,549	0	46,551,549	46,501,549	50,000
TOTAL OPERATIONS-EXCLUDED "CAPS"	60023-00	37,318,673	80,887,728	0	80,887,728	75,269,872	5,617,856
DETAIL:							
Salaries & Wages	60023-11	0	914,396	0	914,396	914,396	0
Other Expenses	60023-99	37,318,673	79,973,332	0	79,973,332	74,355,476	5,617,856

(8.) GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended SFY 2010		
		* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(D.) MUNICIPAL DEBT SERVICE EXCLUDED FROM "CAPS"							
900 MATURING SERIAL BONDS - GEN. QUAL.	45-900	4,590,000	3,685,000		3,685,000	3,685,000	0
902 MATURING SERIAL BONDS- GEN. REFUNDING	45-901	7,974,751	3,703,957		3,703,957	3,703,957	0
964 FIRE PENSION REF. BONDS - INTEREST	45-918	949,562	949,562		949,562	949,562	0
965 POLICE PENSION REF. BONDS - INTEREST	45-919	1,414,875	1,414,875		1,414,875	1,414,875	0
906 INTEREST ON BONDS-GENERAL QUAL.	45-902	5,909,762	5,772,224		5,772,224	5,772,224	0
907 INTEREST ON BONDS-GEN REFUNDING	45-903	15,117,334	15,299,778		15,299,778	15,299,778	0
908 INTEREST ON NOTES - GEN. & REFUNDING	45-904	1,228,251	1,152,465		1,152,465	1,152,465	0
GREEN TRUST - MONTGOMERY GATEWAY	45-925	3,110	3,110		3,110	3,110	0
936 BOND ANTICIPATION NOTES - PRINCIPAL	45-906	6,263,455	4,823,164		4,823,164	4,823,164	0
GREEN TRUST MULTI PARKS	45-924	38,243	38,243		38,243	38,243	0
963 DEMOLITION BOND LOAN	45-917		77,376		77,376	77,376	0
WAYNE STREET PARK	45-916	9,021	9,021		9,021	9,021	0
APPLE TREE HOUSE	45-920	14,669	14,669		14,669	14,669	0
ROBERTO CLEMENTE PARK	45-921	17,661	17,661		17,661	17,661	0
SGT. ANTHONY PARK	45-922	9,017	9,017		9,017	9,017	0
MARION PAVONIA POOL	45-923	26,428	26,428		26,428	26,428	0
HCIA POOLED LOAN	45-927	480,000	480,000		480,000	480,000	0
SUBTOTAL MUN DEBT SVC-GEN EXL FROM CAP		47,950,129	37,481,257	0	37,481,257	37,476,550	0

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(E.) DEFERRED CHARGES-MUNICIPAL EXCLUDED FROM "CAPS"	FCOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(1.) DEFERRED CHARGES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
EMERGENCY AUTHORIZATIONS							
Emergency Authorization:	46-870-2	1,860,000		0			XXXXXXXXXXXXXX
Reserve for Tax Appeals	46-886-2	400,000	300,000		300,000	300,000	XXXXXXXXXXXXXX
CDBG Disallowed Costs	46-886-2					0	XXXXXXXXXXXXXX
Tax Overpayments	46-885	1,385,000		0		0	XXXXXXXXXXXXXX
5 YEAR EMERGENCY AUTH. - Master Plan	46-875-2					0	XXXXXXXXXXXXXX
3 YEAR EMERGENCY AUTH.	46-873-2						XXXXXXXXXXXXXX
(E.) DEFERRED CHARGES-MUNICIPAL							
EXCLUDED FROM "CAPS"	60024-00	3,645,000	300,000		300,000	300,000	XXXXXXXXXXXXXX
(F.) Judgments	37-480-2	0	0		0	0	XXXXXXXXXXXXXX
(N.) TRANSFERRED - BOARD of EDUCATION FOR USE of LOCAL SCHOOLS(NJSA 40:48-17.1 & 17.3)	29-405-2						XXXXXXXXXXXXXX
(G.) CASH DEFICIT-PRECEEDING YEAR	46-885-2						XXXXXXXXXXXXXX
(H-2) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	60025-00	95,194,719	125,081,764	0	125,081,764	119,459,201	5,617,856

(8.) GENERAL APPROPRIATIONS	Appropriated			Expended SFY 2010		
	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
LOCAL DISTRICT SCHOOL PURPOSES EXCLUDED FROM "CAPS"						
(J)Deferred Charges & Statutory Expenditures Local School	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Emergency Authorization-Schools	29-406-2					XXXXXXXXXXXXXX
Capital Project for Land, Bldg, Equip(NJS 18A-22-2)	29-407-2					XXXXXXXXXXXXXX
Total - Deferred Charges & Statutory Expenditures Local Schools Excluded from "CAPS"	60007-00	0	0	0	0	XXXXXXXXXXXXXX
(K)TOTAL-Local District School Purposes [Item(1) & 9J] Excluded "CAPS"	60008-00	14,755,982	15,920,544	15,920,544	4,835,544	XXXXXXXXXXXXXX
(O) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	60010-00	109,950,701	141,002,308	141,002,308	124,294,745	5,617,866
(L) SUBTOTAL GENERAL APPROPRIATIONS [Items (H1) & (O)]	3000-00	488,628,087	509,532,400	509,532,400	477,831,168	20,611,525
(M) RESERVE FOR UNCOLLECTED TAXES	50-899	1,869,313	1,692,045	1,692,045	1,692,045	0
9. TOTAL GENERAL APPROPRIATIONS	30,000	490,497,380	511,224,445	511,224,445	479,523,213	20,611,525

(8) GENERAL APPROPRIATIONS		Appropriated			Expended SFY 2010		
	FCOA	* CY 2011 *	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
SUMMARY OF APPROPRIATIONS							
(A) OPERATIONS:							
Within CAPS - Including Contingent (a+b)		324,270,768	340,892,805	0	340,892,805	326,391,519	14,501,286
STATUTORY EXPENDITURES		54,382,890	27,621,818	0	27,621,818	27,129,435	492,383
Operations Excluded from CAPS (a)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Other Operations	XXXXXXXXXX	8,582,237	34,336,179	0	34,336,179	28,768,323	5,567,856
Uniform Construction Code Increased Fees	XXXXXXXXXX	0	0	0	0	0	0
Interlocal Municipal Service Agreements	XXXXXXXXXX	0	0	0	0	0	0
Additional Appropriations Offset by New Revenues	XXXXXXXXXX	0	0	0	0	0	0
Public & Private Revenues Offset by Appropriations	XXXXXXXXXX	28,736,436	46,551,549	0	46,551,549	46,501,549	50,000
OPERATIONS - Excluded from CAPS	60023-00	37,318,673	80,887,728	0	80,887,728	75,269,872	5,617,856
(C) CAPITAL IMPROVEMENTS	60002-77	544,000	544,000	0	544,000	544,000	0
(D) MUNICIPAL DEBT SERVICE	60003-00	53,687,046	43,350,036	0	43,350,036	43,345,329	0
(E) TOTAL DEFERRED CHARGES	XXXXXXXXXX	3,688,708	315,469	0	315,469	315,469	0
(F) JUDGMENTS	37-480-2	0	0	0	0	0	0
(G) CASH DEFICIT	46-885-2	0	0	0	0	0	0
(K) LOCAL SCHOOL DISTRICT PURPOSES	60008-00	14,755,982	15,920,544	0	15,920,544	15,920,544	0
(N) TRANSFERRED TO BOARD OF EDUCATION	29-405-2	0	0	0	0	0	0
(M) RESERVE FOR UNCOLLECTED TAXES	50-899	1,869,313	1,692,045	0	1,692,045	1,692,045	0
TOTAL GENERAL APPROPRIATIONS	30000-00	490,497,380	511,224,445	0	511,224,445	490,608,213	20,611,525

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Sheets 31 -37 Not Applicable

APPENDIX TO BUDGET STATEMENT

CURRENT, STATE AND FEDERAL FUNDS
BALANCE SHEET - DECEMBER 31, 2010

ASSETS

Cash and Investments	1110100	30,168,768
Due from State of NJ (c.20, PL 1981)	1111000	29,500
Federal and State Grants Receivable	1110200	0
Receivables with Offsetting Reserves:	xxxxxxx	xxxxxxxxxxxxxxxx
Taxes Receivable	1110300	1,149,262
Tax Title Liens Receivable	1110400	504,451
Property Acquired by TTL Liquidation	1110500	2,955,000
Other Receivables	1110600	1,718,044
Prepaid Debt Service		17,005,234
Special Emergency Note		8,908,373
Total Assets	1110900	62,438,632

LIABILITIES, RESERVES & SURPLUS

* Cash Liabilities	2110100	35,043,494
Reserve for Receivables	2110200	6,326,757
Surplus	2110300	21,068,381
Total Liabilities, Reserves, Surplus		62,438,632

School Tax Levy Unpaid	2220100	0
Less: School Tax Deferred	2220200	0
*Balance Included in Cash Liabilities	2220300	0

COMPARATIVE STATEMENT OF CURRENT FUND OPERATIONS AND
CHANGE IN CURRENT SURPLUS

	TY 2010	FY 2010
Surplus Balance, July 1st	2310100	4,318,949
Current Revenue on a Cash Basis:		
Current Taxes	2310200	198,303,233
Percentage Collected	xxxxxxxxxxx	xxxxxxxxxxxxxxxx
Delinquent Taxes	2310300	139,129
Other Revenue & Additions to Income	2310400	185,479,134
Total Funds	2310500	383,921,496
Expenditures & Tax Requirements:	xxxxxxxxxxx	xxxxxxxxxxxxxxxx
Municipal Appropriations	2310600	262,169,240
School Taxes (Local & Regional)	2310700	57,295,422
County Taxes (Added Included)	2310800	47,707,402
Special District Taxes	2310900	0
Other Expenses/Deductions from Income	2311000	0
Total Expenditures, Tax Requirements	2311100	367,172,064
Less: Expenditures for Future Years	2311200	0
Total Adjusted Expenditures, Taxes	2311300	367,172,064
Surplus Balance, June 30th	2311400	21,068,381
		4,318,949

Proposed Use of Current Fund Surplus in Current Fiscal Year Budget

Surplus Balance, December 31st	2311500	21,068,381
Current Surplus Anticipated	2311600	15,000,000
Surplus Balance Remaining	2311700	6,068,381

(This appendix must be included in advertisement of budget, if entire document is advertised)

**CY 2011
CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM**

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

CAPITAL BUDGET

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

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

CAPITAL IMPROVEMENT PROGRAM

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

- ___ 3 years. (Population under 10,000)
- XXX 6 years. (Over 10,000 and all county governments)
- ___ ___ years. (Exceeding minimum time period)

___ Check if municipality is under 10,000, has not expended more than \$25,000 annually for capital purposes in immediate three previous years, and is not adopting CIP.

SECTION 2 - UPON ADOPTION OF BUDGET FOR CALENDAR YEAR 2011
(Only to be included in the budget as finally adopted)

RESOLUTION

Be it Resolved by the MUNICIPAL COUNCIL of the CITY OF JERSEY CITY, County of HUDSON, that the budget herinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (A) \$201,991,252 for municipal purposes, (item 2 below) and
- (B) for school purposes in type 1 school districts only (NJS 18A:9-2) to be raised by taxation, (item 3 below)
- (C) \$0 to be added to the certificate of amount to be raised by taxation for local school purposes in type 2 school districts only (item 4 below), (NJS 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.
- (D) \$0 Open space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (E) \$6,658,898 Minimum Library Levy (Sheet 38)

RECORDED VOTE

Ayes: Sottolano

- Donnelly
- Lopez
- Gaughan
- Fulop
- Richardson
- Ahmad
- Velazquez
- Brennan, President

Nays:

Abstained:

Absent:

SUMMARY OF REVENUES

1. General Revenues		XXXXXXXXXX	XXXXXXXXXX
Surplus Anticipated		08-100	15,802,000
Miscellaneous Revenues Anticipated		13-099	255,911,336
Receipts from Delinquent Taxes		15-499	3,676,758
2. Amount to be Raised by Taxation for Municipal Purposes (Item 6a, sheet 11)		07-190	201,991,252
3. Amount to be Raised by Taxation for Schools in Type 1 School Districts only (item 6, sheet 41)			
		07-195	
		07-191	6,457,135
			6,457,135
Total Amount to be Raised by Taxation for Schools in Type 1 School Districts only			
4. To be added to the Certificate for Amount to be Raised for Schools in Type 2 School Districts		07-191	0
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY		07-192	6,658,898
TOTAL REVENUES		40000-10	\$490,497,380
		XXXXXXXXXX	XXXXXXXXXX

MUNICIPAL OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	Anticipated CY2011	Realized in FY2010	APPROPRIATIONS	Appropriated		Expended FY10	
				FY2011	FY10	Pd/Chgd	Reserved
Amount to be Raised by Taxation			Land Development for Recreation & Conservation	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
NOT APPLICABLE			Salaries & Wages				
			Other Expenses				
Interest Income			Land Maintenance for Recreation & Conservation	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
			Salaries & Wages				
			Other Expenses				
Reserve Funds			Historic Preservation				
			Salaries & Wages				
			Other Expenses				
			Land Acquisition for Recreation & Conservation				
			Acquisition of Farmland				
			Down Payments-improvements				
			Debt Service:				
			Bond Principal				
			Bond Anticipation Notes & Capital Notes				
			Interest on Bonds				
			Interest on Notes				
			Reserve for Future Use				
Total Trust Fund Revenues			Total Trust Fund Approps.				

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

City Clerk File No. Res. 11-654
 Agenda No. 10.B
 Approved: SEP 27 2011
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 318 FULTON AVENUE, JERSEY CITY A/K/A BLOCK 1281, LOT 49.A

COUNCIL
 resolution:

offered and moved adoption of the following

WHEREAS, on August 4, 2006, Thomas and Marguerite Seaman (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$8,522.00 made under the HORP Program; and

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

WHEREAS, the mortgage affects property known as 318 Fulton Avenue, Jersey City, also known as Lot 49.A in Block 1281; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Thomas and Marguerite Seaman dated August 4, 2006, in the sum of \$8,522.00 affecting 318 Fulton Avenue, Jersey City, also known as Block 1281, Lot 49.A.

IW/cw
 09/12/11

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: _____ CORPORATION COUNSEL _____
Business Administrator

0 2 0 1 1 1 6 7

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-655

Agenda No. 10.C

Approved: SEP 27 2011

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR
TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING
146A RANDOLPH AVENUE, JERSEY CITY A/K/A BLOCK 2002, LOT P.1**

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on November 29, 2004, Edna Austin (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$3,275 made under the HARP Program; and

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

WHEREAS, the mortgage affects property known as 146 A Randolph Avenue, Jersey City, also known as Lot P.1 in Block 2002; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Edna Austin dated November 29, 2004, in the sum of \$3,275 affecting 146 A Randolph Avenue, Jersey City, also known as Block 2002, Lot P.1.

IW/cw
09/9/11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

02011168

APPROVED 9-0

9/27/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-656
 Agenda No. 10.D
 Approved: SEP 27 2011
 TITLE:



RESOLUTION TO GRANT 2011 VETERAN DEDUCTION ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the below listed property owners have filed an application for a property tax deduction and who are citizens and residents of N.J., were honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deductions should be granted for the tax year 2011, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2011 Veteran Deductions be granted.

Total - \$ 3,750.00

See Attached List

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

VETERANS DEDUCTION 2011 FIRST HALF

OWNER	BLOCK	LOT	QL	ACCT#	V1
Bardack , Alan	1835	11.C		305821	V1
Coleman , John E. Jr.	1825	7		300798	V1
Cox , Elenor	1284.6	1	E.4E	511824	W1
Crow , Jerry	1613	35.A		252221	V1
Eckel , Richard	951	33		154104	V1
Franklin , Christine	200	G.1		8623	V1
Hyland , William	1421	20		231837	V1
Krip , Andrew	1807	9		294041	V1
Mazzarese , Peter	1257.D	13		163030	V1
Nerahoo , James Jr.	1282.F	49.A		185348	V1
Pollock , Andrew	1288.A	19.13C		491290	V1
Rice , Cleveland	1322	103		201707	V1
Rodriguez , Andres	778	6		99846	V1
Schneider , Mary	1848	15		311514	W1
Solt , Marie	1273	69		172668	V1

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

City Clerk File No. Res. 11-657

Agenda No. 10.E

Approved: SEP 27 2011

TITLE:



RESOLUTION TO GRANT 2011 SENIOR CITIZEN DEDUCTIONS ON VARIOUS PROPERTIES

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

WHEREAS, the below listed properties had filed applications for property tax deduction by person aged 65 years, or over, or permanently and totally disabled, or a surviving spouse of the age 55 years or over; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2011 in accordance with N.J.S.A. 54:4-8.40 et. seq. of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2011 Senior Citizen deductions are granted.

TOTAL \$ 12,500.00

SEE ATTACHED LIST

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] [Signature]

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

Senior Citizen Deduction 2011 First Half

OWNER	BLOCK	LOT	QL	ACCT #	S1
Agustin , Wilfrado	1281.A	19.A		182428	S1
Allen , Andrew J.	1977	H.1		351320	S1
Ali , Bibi Z.	757	222		92973	S1
Andocilla , Leonor	1797	33		289702	S1
Arroyo , Antonio	586	77.F		68668	S1
Awad , Musa	1890	P		322065	S1
Ayers , Jeanette	1306	17		195909	S1
Baccile , Nicola	915	17.99		582110	S1
Barnes , Carmen L.	1288.A	19.O2E		480350	S1
Barzola , Ginger A.	1968	20.B		348276	S1
Bhatti , Abdul	1844	9		309823	S1
Black , Louise H.	1810	24		295063	S1
Caballero , Rafael	951	27		154047	S1
Castaneda , Paraluman	909	11		139865	S1
Clark , Questa	1661	31		261511	S1
Costanzo , Rosemarie	881	350		131722	S1
Davis , Florance	1362	70.A		216390	S1
Del Mundo , Leonardo	1254	53		518027	S1
Garcia , Helen	593.A	PLB.12J		417279	S1
Gavilanes , Jorge	1810	9.B		294942	S1
Greene , Harold	1301	43		194084	S1
Hawryluk , Halyna	859	3.13		123117	S1
Hazelwood , Crawford	1329	12		203992	S1
Hom , Tung W.	941	24.B		151332	S1
James , Daisy Mac	1343	15		208496	S1
Loyola , Jose	919	14A.NO		144006	S1
Manzo , Dominica	892	46		134718	S1
Mathuviran , Marmootoo	746	322		89227	S1
Mitchell , Helen	773	29.B		386946	S1
Moreno , Nohra	570	36.A		64089	S1
Oliver , Rosanne	1986	38.99		594670	S1
Porta , Vincenzo	794	68		104927	S1
Ramdat , Jagram	1764	22.A		275255	S1
Rice , Cleveland	1322	103		201707	S1
Rodriguez , Emeterio	1777	85.a		281287	S1
Rodulescu , Ileana	593.A	PLC.11G		419747	S1
Rosa , Amable	1917	17.A		330209	S1

Senior Citizen Deduction 2011 First Half

OWNER	BLOCK	LOT	QL	ACCT #	S1
0 1 Sheikh , Wajid	1257.d	15		163055	S1
Statham , Ronald	1281.5	5.A		182170	S1
Stone , Barbara	1336	40		205864	S1
Villacorta , Alipio A.	756	333		92536	S1
Wadleigh , Paul	852	7		120840	S1
Wagner , Gustav	942	14		151621	S1
Washington , Clarence	1356	9		213751	S1
Williams , David	1946.A	G.3		340620	S1
Woolsey , Robert J.	888	64		573385	S1
Wynn , Barbara	1301	53		194175	S1

Disabled

OWNER

BLOCK

LOT

QL

ACCT#

D1

AMT

Harrington , Irene

1475 20.A

245951 D1 \$250.00

Nesan , Dena

593.A PLC.11C

419705 D1 \$250.00

Rizvi , Farida

1282.H 6.A

185694 D1 \$250.00

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

City Clerk File No. Res. 11-658
 Agenda No. 10.F
 Approved: SEP 27 2011
 TITLE: _____



RESOLUTION DIRECTING THE BUSINESS ADMINISTRATOR TO EXAMINE WAYS TO REDUCE THE AMOUNT OF CITY-OWNED VEHICLES

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

WHEREAS, the City of Jersey City is experiencing financial hardship as a result of the economic crisis affecting the United States of America and the State of New Jersey; and

WHEREAS, there is public demand and a need to reduce the number of city owned vehicles and their use by government employees in order to save taxpayer dollars; and

WHEREAS, other public entities have reduced their automotive fleets and replaced them with reasonable compensation to the government employee for use of their private vehicle during working hours; and

WHEREAS, the reduction of the City of Jersey City's motor vehicle fleet in favor of reasonable compensation to the government employee for use of their private vehicle during working hours will result in savings to the taxpayer in the form of less costs related to gasoline, insurance, maintenance and the purchase of vehicles.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. Examine ways to reduce and/or eliminate the use of non-essential city owned vehicles.
2. Formulate a rate of reasonable compensation to be issued in lieu of a vehicle to those government employees currently using city owned vehicles.
3. Communicate with the Council his findings and recommendations to the City Council within 90 days of this Resolution.

WM/igp
 September 19, 2011

APPROVED: _____
 APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required
 Not Required

0201172

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-659

Agenda No. 10.G

DEFEATED SEP 27 2011



TITLE:

RESOLUTION OVERRIDING THE MAYOR'S VETO OF ORDINANCE 11-096 AMENDING AND SUPPLEMENTING CHAPTER 53 (PERSONNEL) ARTICLE III (EMPLOYEE REGULATIONS) OF THE JERSEY CITY MUNICIPAL CODE

COUNCIL offered the moved adoption of the following Resolution:

WHEREAS, on August 31, 2011, the Council adopted Ordinance 11-096, amending and supplementing Chapter 53 of the Jersey City Municipal Code; and

WHEREAS, on September 8, 2011, the Mayor vetoed Ordinance 11-096 for the reasons set forth in the letter of even date; and

WHEREAS, notwithstanding the Mayor's veto, the Municipal Council believes that Ordinance 11-096 should nevertheless be enacted; and

WHEREAS, pursuant to N.J.S.A. 40:69A-41, the Council may resolve, upon reconsideration on or after the third day following the return of an Ordinance by the Mayor, to override a Mayor's veto by a two-thirds vote of its members.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, with two-thirds of its members concurring, that the Mayor's veto of Ordinance 11-096 is hereby overridden and Ordinance 11-096 be and is therefore enacted.

JM/he
9/19/11

DEFEATED

002011701

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

DEFEATED 3-6

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								9/27/11			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO		✓		GAUGHAN		✓		AHMAD		✓	
DONNELLY	✓			FULOP	✓			VELAZQUEZ		✓	
LOPEZ		✓		RICHARDSON	✓			BRENNAN, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

OMB

Peter M. Brennan, President of Council

DEFEATED

Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-660
 Agenda No. 10.H
 Approved: SEP 27 2011
 TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING THE MCGINLEY SQUARE EAST STUDY AREA AS AN AREA IN NEED OF REHABILITATION

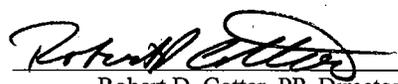
WHEREAS, the Municipal Council of the City of Jersey City has, by Resolution 11-166, adopted March 23, 2011, authorized the Jersey City Planning Board to conduct a preliminary investigation to determine whether the McGinley Square East Study Area meets the criteria of New Jersey's Local Redevelopment and Housing Law, *NJSA 40A:12A-1 et seq.*, qualifying it as "an area in need of redevelopment" and/or an "area in need of rehabilitation"; and

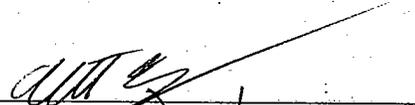
WHEREAS, the Planning Board, at its meeting of May 10, 2011, which was properly noticed as required by law, did conduct an investigation into the conditions affecting the property in question and did approve a motion to recommend to the Municipal Council that the referenced area be declared to be both an area in need of rehabilitation and an area in need of redevelopment pursuant to NJSA 40A:12A-5.a, b, c, d, e, and h, and NJSA 40A:12A-14.; and

WHEREAS, the Planning Board's recommendation is based on evidence presented to it and contained in the document entitled, *Report Concerning the Determination of the McGinley Square East Study Area as an Area in Need of Redevelopment and/or an Area in Need of Rehabilitation*, dated March 10, 2011, attached hereto, and made a part hereof, and on the testimony of interested parties attending said Planning Board meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the recommendation of the Planning Board be, and hereby is accepted; and

BE IT FURTHER RESOLVED by the Municipal Council of the City of Jersey City that the McGinley Square East Study Area be, and hereby is, declared to be "an area in need of rehabilitation" only, pursuant to NJSA 40A:12A-14.


 Robert D. Cotter, PP, Director
 Division of City Planning

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

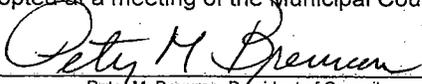
Certification Required
 Not Required

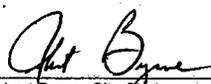
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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 FACT SHEET

1. Full Title of Resolution:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
DECLARING THE MCGINLEY SQUARE EAST STUDY AREA AS AN AREA IN NEED
OF REHABILITATION**

2. Name and Title of Person Initiating the Ordinance, etc.:

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

3. Concise Description of the Program, Project or Plan Proposed in the Resolution:

Declares the 52 properties in the McGinley Square East Study Area to be an "area in need of rehabilitation."

4. Reasons (Need) for the Proposed Program, Project, etc.:

The McGinley Square East Study Area consists of many underutilized, vacant, and dilapidated commercial and residential properties which could be improved with a redevelopment program.

5. Anticipated Benefits to the Community:

Adoption of this resolution will permit adoption of a redevelopment plan.

6. Cost of Proposed Plan, etc.:

\$0.00.

7. Date Proposed Plan will commence:

Upon adoption.

8. Anticipated Completion Date: N/A

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050
Jeff Wenger, Principal Planner 547-5453

10. Additional Comments:

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter
Division Director

Aug 25, 2011
Date

Jeff Wenger
Department Director Signature

AUGUST 25, 2011
Date

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

City Clerk File No. Res. 11-661
 Agenda No. 10. I
 Approved: SEP 27 2011
 TITLE:



RESOLUTION REAPPOINTING LAVERNE LYON AS AN ALTERNATE MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated September 15, 2011, that he has reappointed **Laverne Lyon**, of 1 Catherine Court, Jersey City, New Jersey to serve as an **Alternate** member of the **Jersey City Rent Leveling Board**, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2012.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Laverne Lyon** as an **Alternate** member of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

APPROVED: _____

APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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



CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

September 15, 2011

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 reappointed **Laverne Lyon**, of 1 Catherine Court, Jersey City, New Jersey, to serve as an **Alternate** member of the **Jersey City Rent Leveling Board**. Her term will commence upon the adoption of a resolution and expire on January 20, 2012.

I respectfully request your advice and consent to this appointment.

Sincerely,

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

Jerramiah T. Healy
Mayor

cc: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Charles Odei, Rent Leveling Board
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
Laverne Lyon

OFFICE OF THE MAYOR

CITY HALL ♦ 280 GROVE STREET ♦ JERSEY CITY, NJ 07302 ♦ TEL: (201)547-5200 ♦ FAX: (201)547-4288

WWW.JERSEYCITYNJ.GOV ♦ **JCITYV**... CHANNEL ONE - JERSEY CITY'S OFFICIAL CHANNEL

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

City Clerk File No. Res. 11-662
 Agenda No. 10.J
 Approved: SEP 27 2011
 TITLE:



RESOLUTION REAPPOINTING MANUEL D. VALES AS AN ALTERNATE MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

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

WHEREAS, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated September 15, 2011, that he has reappointed Manuel D. Vales, of 130 Williams Avenue, Jersey City, New Jersey to serve as an **Alternate** member of the **Jersey City Rent Leveling Board**, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2012.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Manuel D. Vales** as an **Alternate** member of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____
 APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

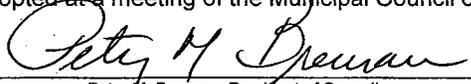
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

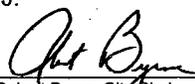
✓ Indicates Vote

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



CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

September 15, 2011

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 reappointed **Manuel D. Vales**, of 130 Williams Avenue, Jersey City, New Jersey, to serve as an **Alternate** member of the **Jersey City Rent Leveling Board**. His term will commence upon the adoption of a resolution and expire on January 20, 2012.

I respectfully request your advice and consent to this appointment.

Sincerely,

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

Jerramiah T. Healy
Mayor

cc: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Charles Odei, Rent Leveling Board
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
Manuel D. Vales

OFFICE OF THE MAYOR

CITY HALL ♦ 280 GROVE STREET ♦ JERSEY CITY, NJ 07302 ♦ TEL: (201)547-5200 ♦ FAX: (201)547-4288

WWW.JERSEYCITYNJ.GOV ♦ **JCITY**... CHANNEL ONE - JERSEY CITY'S OFFICIAL CHANNEL

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

City Clerk File No. Res. 11-663

Agenda No. 10.K

Approved: SEP 27 2011



TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, GREEN ACRES ENABLING RESOLUTION

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Protection, Green Acres Program, State of New Jersey, provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the City of Jersey City desires to further the public interest by obtaining a grant of \$1,600,000 from the State of New Jersey to fund the Harsimus Embankment Acquisition project; and

NOW, THEREFORE, the governing body/board resolves that Donna Mauer or the successor to the office of Chief Financial Officer is hereby authorized to:

- a). Make application for such a loan and/or such a grant
- b). Provide additional application information and furnish such documents as may be required
- c). Act as the authorized correspondent of the above named applicant; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program and notify the applicant of the amount of funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project; and

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

1. The Mayor and/or Business Administrator of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State know as Harsimus Embankment Acquisition; and
2. That the applicant has its matching share of the project, if a match is required; and
3. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project; and
4. The applicant agrees to comply with all applicable federal, state and local laws, rules and regulations in its performance of the project; and
5. This resolution shall take effect immediately.

APPROVED: *Donna Mauer CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *Jan Kelly*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-664

Agenda No. 10.1

Approved: _____

WITHDRAWN



TITLE:

RESOLUTION AUTHORIZING A THIRD AMENDMENT TO THE COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR THE BERRY LANE PARK PROJECT

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, in March 2007, the City of Jersey City (City) executed a cooperation agreement with the Jersey City Redevelopment Agency (JCRA) to conduct various activities pertaining to the Berry Lane Park Project; and

WHEREAS, at that time the City gave the JCRA \$500,000 from a capital account so that work could begin at the Berry Lane Park Project; and

WHEREAS, the City and the JCRA amended the original cooperation agreement on April 9, 2008, where at that time the City gave JCRA \$3,200,000 from a 2007 Hudson County Open Space Grant and \$1,300,000 from capital funds; and

WHEREAS, on January 27, 2010 the City amended its cooperation agreement for the second time with the JCRA, where at that time the City gave JCRA \$1,200,000 from a Hudson County Open Space Grant and \$1,200,000 in capital funds; and

WHEREAS, the City desires to amend its cooperation agreement for the third time with the JCRA to increase the funding available for the Berry Lane Park Project from \$7,400,000 to \$9,000,000; and

WHEREAS, the sources for the additional funding will come from a \$1,000,000 Green Acres Grant and \$600,000 from the PPG Environmental Trust Fund Account; and

WHEREAS, the City desires to execute an amendment to the City's Berry Lane Cooperation Agreement with the JCRA to enable the JCRA to be reimbursed for expenses it incurs in implementing \$1.6 million in grant funds and capital funds for the Berry Lane Park Project; and

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

- (a) An Amended Cooperation Agreement with the JCRA (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and
- (b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.

APPROVED: *Roxya Madan* CFO

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				AHMAD			
DONNELLY				FULOP				VELAZQUEZ			
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. 11-665
 Agenda No. 10.M
 Approved: SEP 27 2011



TITLE: **RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON JULY 21, 2011 FOR A CONTRACT KNOWN AS MUHAMMAD ALI PARK RENOVATION, PROJECT NO. 2007-012**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as Muhammad Ali Park Renovation, Project No. 2007-012 (Project); and

WHEREAS, on July 21, 2011, the City of Jersey City (City) received four bids which were:

- V&K Construction: \$ 533,600.00
- Rich Picerno Builders: \$ 765,780.00
- Tekcon Construction: \$ 883,567.00
- Zenith Construction: \$ 899,950.00

WHEREAS, V&K Construction was disqualified from the bid for not submitting missing required documents (Subcontractor questionnaire/equipment list pursuant to N.J.S.A. 40A: 11-16 and EEO language) within 24 hours of the bid reception; and

WHEREAS, the second lowest bid submitted by Rich Picerno Builders substantially exceeds the Division of Architecture's (Division) pre-bid estimate for this Project of \$455,631.00; and

WHEREAS, the City's Director of Architecture recommends that all bids be rejected and the contract be rebid immediately using the same bid specifications and drawings; and

WHEREAS, N.J.S.A. 40A:11-13.2(a) and (b) authorize the rejection of all bids when bids substantially exceed the pre-bid estimate and appropriation for the goods or services.

NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, all bids received by the City on July 21, 2011 for a contract known as Muhammad Ali Park Renovation, Project No. 2007-012 are rejected and the Purchasing Agent is authorized to rebid the contract using the same bid specifications and drawings prepared by The RBA Group, consultant to the Division.

JJ
08-22-2011

APPROVED: *Rodney Roddy* 9/15/11 APPROVED AS TO LEGAL FORM
 APPROVED: *[Signature]* Corporation Counsel
 Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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 PUBLIC WORKS
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : September 14, 2011
TO : Peter Folgado, Director, Division of Purchasing
FROM : Joseph D. Javier, RA, Architect
Brian F. Weller, L.L.A., Director 
SUBJECT : Muhammad Ali Park Renovation
Project No. 2007-012

This office in conjunction with Ray Reddington of the Law Department, has reviewed the bids received in this regard and recommend that all the bids be rejected. All the bids substantially exceed the Division of Architecture's pre-bid estimate for the project of \$455,631.

A Resolution rejecting all bids received by the City of Jersey City on July 21, 2011 for a contract known as Muhammad Ali Park Renovation, Project No. 2007-012, is attached.

Upon rejection of all the bids, our office would like to request that the project be quickly re-advertised for a re-bid, using the same bid specifications and drawings. Thank you.

jj
Enclosures

c: Rodney Hadley, Director, Department of Public Works
Raymond Reddington, Supervisory Assistant Corporation Counsel
Raquel Y. Tosado, Contracts Manager, Division of Purchasing

COPY

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

City Clerk File No. Res. 11-666

Agenda No. 10.N

Approved: SEP 27 2011

TITLE: **RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CREDIT CARD PROCESSING SERVICES FOR VARIOUS CITY OFFICES**



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to award a contract to provide credit card processing services for the various City Offices, including but not limited to Construction Code, Zoning, and Commerce; and

WHEREAS, N.J.A.C. 5:34-9.4 provides that this contract may be awarded as a concession and requires the governing body pass a resolution authorizing the procurement of a concession, and that the resolution shall include the following information; and

WHEREAS, the public need to award a concession is to satisfy constituents' desire to use credit cards at City Offices, and the concession to be awarded is a contract to a vendor who will provide payments to the City when constituents use credits cards at City Offices; and

WHEREAS, the considerations, including the benefits and any risks the governing body took into account in reaching the decision to award a concession were to provide constituents with easy payment options at City Offices, while considerably increasing the efficiency of City Offices; and

WHEREAS, the estimate of the total value of the concession is difficult to predict because the City has no history with which to base the value; and

WHEREAS, the estimate of any revenue to be received by the contracting unit is also indeterminate because the City has no history with which to base the amount of revenue; and

WHEREAS, the basis of the ward of the concession will be based on upon several factors, including but not limited to the amount of the service charge, the speed of receipt of payment by the City, the quality of customer service according to the metrics contained the City's competitive contracting Request for Proposal; and

WHEREAS, the cost to be incurred by the contracting unit as part of the concession is zero, because a small convenience fee would be paid by constituents who take advantage of the process; and

WHEREAS, there are no services, facilities, or endorsements to be provided by the contracting unit, and the method to be used to procure the concession is by competitive contracting; and

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract for credit card processing services at various City Offices.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-667

Agenda No. 10.0

Approved: SEP 27 2011

TITLE:



RESOLUTION AUTHORIZING A SETTLEMENT IN THE SUIT OF ROSALYN MCFARLAND v THE CITY OF JERSEY CITY

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

WHEREAS, On March 30, 2011 Rosalyn McFarland, an employee of the City of Jersey City, filed suit in Federal Court under Docket No. 2:11-cv-01626-JLL-MAH against Harry Melendez, Brian O'Reilly and the City of Jersey City, charging violation of the Americans with Disabilities Act, Title VII of the Civil Rights Act, the New Jersey Law Against Discrimination, and various torts under state law; and

WHEREAS, after investigating the matter, the Corporation Counsel has recommended that a settlement would be in the best interest of all parties; and

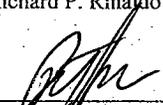
WHEREAS, plaintiff has agreed to a settlement of \$15,000 and has signed the required Releases; and

WHEREAS, the potential exposure to the City of Jersey City for damages resulting from the lawsuit with plaintiff's attorneys' fees allowable under the Civil Rights Act could potentially exceed the amount of the settlement; and

WHEREAS, the Corporation Counsel has recommended a settlement of this suit in the amount of \$15,000.00.

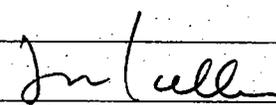
NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this law suit for the amount of \$15,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check for \$15,000.00 payable to Rosalyn McFarland and her attorney Richard P. Rinaldo, Esq.



Peter Soriero, Risk Manager

TF/kn

APPROVED: _____
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

02011173

Certification Required
Not Required

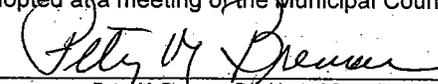
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

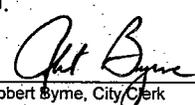
✓ Indicates Vote

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. 11-668

Agenda No. 10.P

Approved: SEP 27 2011

TITLE:



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

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

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

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

WHEREAS, the Fire Department's dispatch center has been relocated to the New Public Safety Communications Center, and

WHEREAS, this relocation resulted in the need for new software to be developed to be compatible with the current hardware at this Public Safety Communication center and

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

WHEREAS, ASTRA Software Corporation, 19421C Liverpool Parkway, Cornelius, North Carolina 28031 has agreed to develop this software and provide support to include a Six (6) month warranty, and

WHEREAS, the amount of Eighteen Thousand Dollars (\$18,000) is available in the budget for this expenditure, in accordance with the requirements of Local Budget Law N.J.S.A. 40A:1, et seq.

Fire Department

Acct. No. 11-01-201-25-265-312 P.O. No. 104149 Amount: \$18,000.00

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

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

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

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

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

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

J.A. 9/22/11

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

Department of Fire & Emergency Services
 Acct. No. 2011-01-201-25-265-312 P.O. # 104149 Amount: \$18,000.00

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

APPROVED: _____
 APPROVED: *John Celli*
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

ASTRA Software Corporation

18127 W. Catawba Ave, Cornelius, NC 28031
704-896-3505

August 17, 2011

Chief Darren Rivers
Jersey City Fire Department
465 Marin Blvd
Jersey City, NJ 07302

Dear Chief Rivers:

As you know, Emergency Plus is a proprietary software product that has been copyrighted by ASTRA Software Corporation. This software product was developed and is sole sourced by our company. We are, therefore, the only company able to integrate software changes into Emergency Plus. This would include the new Zetron interface you asked to be incorporated into our CAD program.

Please let me know if you have any other questions.

Sincerely,

Mark Welt
704-896-3505 X106

RECEIVED
CHIEFS OFFICE
JERSEY CITY FIRE DEPT

2011 JUN 23 PM 2:51

OK

ASTRA Software Corporation

18127 W. Catawba Ave. Cornelius, NC 28031
704-896-3505

Quote

June 21, 2011

Chief Darren Rivers
Jersey City Fire Department
465 Marin Blvd
Jersey City, NJ 07302

Dear Chief:

The following is the price quote you requested for your proposed station alerting project using Zetron's IP addressable equipment. We will develop the interface software to work with Zetron's equipment to send notifications to in-station vehicles when they are being dispatched. We will also receive unit station codes.

The cost for this software is \$18,000. This price quote assumes that Zetron will provide support for our questions to assist as we develop the interface. We will be following Zetron's Fire Station Alerting System XML CAD Interface Protocol.

A six month warranty is included.

Please call me if you have any questions.

Sincerely,

Mark Welt

704-896-3505 Ext. 106

CITY OF JERSEY CITY

Requisition #

0155257

Assigned PO #

Requisition

Vendor
ASTRA SOFTWARE CORPORATION
18127 WEST CATAWBA AVENUE
CORNELIUS NC 28031

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

Dept. Ship To

AS040712

Contact Info

GIUSTINA
0000004887

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Account</u>	<u>Unit Price</u>	<u>Total</u>
1.00	SER	SOFTWARE/DISPATCH	0120125265312	18,000.00	18,000.00
DEVELOP SOFTWARE TO WORK WITH ZETRON AND CAD					

Requisition Total 18,000.00

Req. Date: 08/05/2011

Requested By: GINFURNA

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-36 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et seq., as amended and

EXHIBIT A (continued)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-36 and N.J.A.C. 17:27

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.

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

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

In conforming with the 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, and conform with the applicable employment goals, 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 goods and services contract, one of the following three documents:

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): MARK WELT / PRESIDENT

Representative's Signature: Mark Welt

Name of Company: ASTRA SOFTWARE CORP

Tel. No.: 204/896-3505 Date: 9/15/11
X-106

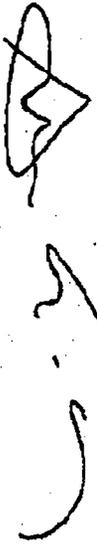
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

Certification 46577

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 - APR - 2011 to 15 - SEP - 2018

ASTRA SOFTWARE CORPORATION
18127 W. CATAMBA AVE.
CORNELIUS NC 28031




Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATE OF PAYROLL PERIOD USED: FROM 8/1/11 TO 8/31/11

NAME OF FACILITY: ASTRA SOFTWARE CORP Street City County State Zip Code

18127 W. CATHUBA AVE, CORNELIUS, MECKLENBURG, NC, 28031

JOB CATEGORY	MALE					FEMALE						
	Total	Black	Hispanic	Am Indian	Asian	Non-Min.	Total	Black	Hispanic	Am Indian	Asian	Non-Min.
PROFESSIONALS	1					1	1					1
TECHNICIANS							2					2
SALES WORKERS												
OFFICE & CLERICAL												
RAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	2					2	3					3

I certify that the information on this form is true and correct. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE DATE SUBMITTED

WEST MARK S *Mark S West* 9/1/11

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

18127 W. CATHUBA AVE, CORNELIUS, NC 28031 704-896-3505 X-106

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. 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 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): MARK WELT / PRESIDENT
Representative's Signature: Mark Welt
Name of Company: ASTRA SOFTWARE CORP
Tel. No.: 704/896-3585 Date: 4/15/11
X-106

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

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

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

Business Name: ASTRA SOFTWARE CORP

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

Telephone No.: 704-896-3505

Contact Name: MARK WELT

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY/AFFIRMATIVE ACTION



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1264653 FOR ASTRA SOFTWARE CORP IS VALID.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ... the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contribution:

"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)

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 reheated 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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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
SUSAN WELT	18427 PENINSULA COVE LN CORNELIUS, NC 28031

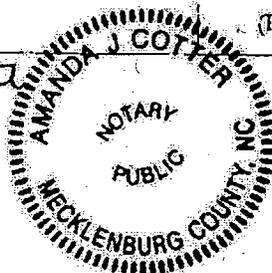
Part 3 - Signature and Attestation:

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

Name of Business Entity: ASTRA SOFTWARE CORP
 Signed: Mark Welt Title: PRESIDENT
 Print Name: MARK WELT Date: 9/14/11

Subscribed and sworn before me this <u>15</u> day of <u>Sept</u> , 2011	<u>Mark Welt</u> (Affiant) <u>MARK WELT / PRESIDENT</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires: <u>8/14/16</u>	

amanda g. cotter



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 ASTRA SOFTWARE (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: ASTRA SOFTWARE CORP

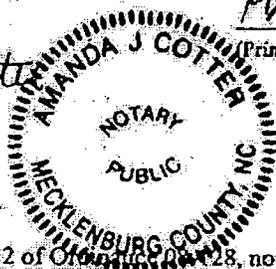
Signed Mark Welt Title: PRESIDENT

Print Name MARK WELT Date: 9/14/11

Subscribed and sworn before me
this 15 day of Sept, 2011.
My Commission expires:

8/14/10
Amanda J Cotter

Mark Welt
(Affiant)
MARK WELT / PRESIDENT
(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.

CITY OF JERSEY CITY

Requisition #

0155257

Assigned PO #

Requisition

Vendor
ASTRA SOFTWARE CORPORATION
18127 WEST CATAWBA AVENUE
CORNELIUS NC 28031

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

Dept. Ship To

AS040712

Contact Info

GIUSTINA
0000004887

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Account</u>	<u>Unit Price</u>	<u>Total</u>
1.00	SER	SOFTWARE/DISPATCH	0120125265312	18,000.00	18,000.00
		DEVELOP SOFTWARE TO WORK WITH ZETRON AND CAD			

Requisition Total 18,000.00

Req. Date: 08/05/2011

Requested By: GINFURNA

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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

City Clerk File No. Res. 11-669

Agenda No. 10.Q

Approved: SEP 27 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO HIGHLAND PRODUCTS GROUP, LLC. FOR PROVIDING CROWD CONTROL BARRICADES TO THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY WITHOUT PUBLIC BIDDING.

WHEREAS, there exists the need for to obtain crowd control barricades in the event of a city emergency throughout the City of Jersey City; and

WHEREAS, Resolution 10-814 approved on December 15, 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 2010 Urban Areas Security Initiative Program; and

WHEREAS, the grant authorizes the City to purchase crowd control barricades ; and

WHEREAS, N.J.S.A. 52:34-10.6c 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, HIGHLAND PRODUCTS GROUP, LLC. is participating in a federal procurement program established by a federal department or agency and is the holder of General Services Administration Contract GS-07F-0223N; and

WHEREAS, HIGHLAND PRODUCTS GROUP, LLC. has submitted a proposal to provide a crowd control barricades for the sum of \$39,905.00; and

WHEREAS, funds in this amount are available in Urban Area Security Initiative-Fire (OEM) Account No.: 02-213-41-172-405.

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

1. Pursuant to N.J.S.A. 52:34-10.6c, a contract is awarded to HIGHLAND PRODUCTS GROUP, LLC., Inc., the holder of GSA Contract GS-07F-0223N, in the amount of \$39,905.00 to provide crowd control barricades.
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 HIGHLAND PRODUCTS GROUP, LLC., 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.

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO HIGHLAND PRODUCTS GROUP, LLC. FOR PROVIDING CROWD CONTROL BARRICADES TO THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY 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 \$39,905.00 are available in Account No. 02-213-41-172-405. PO# 104284

APPROVED: _____
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

CITY OF JERSEY CITY

Requisition #

0155521

Assigned PO #

Vendor

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

Contact Info

DEBORAH RBAKER
2015475686

Quantity	UOM	Description	Account	Unit Price	Total
500.00	EA8	8FT CROWD CONTROL BARRICADE WITH BRIDGE FOOT.	02-213-41-172-405	79.81	39,905.00
BARRICADES TO BE POWDER COATED ORANGE GSA PRICING APPLIED CONTRACT # GS 07F-0223N					

Requisition Total 39,905.00

Req. Date: 09/01/2011

Requested By: DBAKER

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431
 PHONE: 561.620.7878 • FAX: 561.620.8668
 WWW.THEPARKCATALOG.COM

PROPOSAL	
SQ-324345	8/24/2011

Customer	Jersey City Office of Emergency Mngmt 715 Summt Ave JERSEY CITY NJ 07306 Homeland Securtrity- Martin Valenti (201) 362-5303	Ship To	Jersey City Office of Emergency Mngmt 715 Summt Ave JERSEY CITY NJ 07306 Homeland Securtrity- Martin Valenti (201) 362-5303
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Account	Quotation	Terms	Customer PO #	Account Rep	Page	Printed
881929156	SQ-324345	Prepay		Jessica Metz- Lauriakos	2	8/24/2011 12:23:41PM

Item	Description	Qty	Unit	Unit Price	Unit Disc	Amount
1	151-1092 8-Ft. Crowd Control Barricade with Bridge Foot (for quantities less than 20)	500	EA	\$116.81	-\$37.00	\$39,905.00
2	Barricades to be powder coated Orange GSA Pricing Applied GSA Contract # GS-07F-0223N					

NOTES: * Unless otherwise noted shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost. To accept this proposal please sign here: _____ Credit card holder name _____ Card No. _____ CVV 2Code _____ Exp. Date _____ Card Billing Address _____ City _____ State _____ Zip _____ Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepancies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.	Sub Total	\$39,905.00
	Sales Tax	\$0.00
	Shipping	\$0.00
	Total	\$39,905.00
	Balance	\$39,905.00



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THANK YOU FOR CHOOSING HIGHLAND PRODUCTS GROUP!
SALES QUOTE TOTAL: \$39,905.00 (DETAILS ON 2ND PAGE)

ASK ABOUT OUR NEW ►► BEST PRICE GUARANTEE ◀◀
IF YOU FIND A LOWER QUOTE FOR THIS PRODUCT, WE WILL NOT ONLY MATCH IT BUT BEAT IT!
TERMS & CONDITIONS

- SHIPPING:** All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.
- **Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route;** the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method you must purchase additional services.
 - **Additional Services:** Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery.
 - **Service Discrepancies:** If there is a discrepancy in the services requested and the minimum services required to deliver the product, Highland reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
 - **Inspection of Shipments:** It is the customer's responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery.
 - **Assembly May Be Required.** Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS: All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled.

- RETURNS:** We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:
- **Written approval** and instructions must be issued by our Customer Service Department before any merchandise can be returned.
 - **Shipping Returns:** All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
 - **Re-Stocking & Shipping Fees:** The customer is responsible for a 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect.
 - **Web-Orders:** For online orders, HPG is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
 - **Made-to-Order or Personalized items** are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.
 - **Manufacturer's Defects:** Any product proven to be defective as a result of a manufacturer defect will be replaced if within the warranty period.

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS - DUE TO FUEL PRICE VOLATILITY FREIGHT QUOTES ARE VALID FOR 7 DAYS.

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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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:

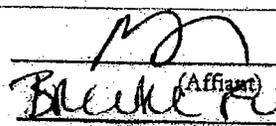
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Christopher George	757 NW 74th St Delray Beach FL 33444

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: Highland Products Group LLC
 Signed: Jessica Kynakos Title: CEO
 Print Name: Jessica Kynakos Date: 8/23/11

Subscribed and sworn before me this <u>31</u> day of <u>Aug</u> , 20 <u>11</u>	NOTARY PUBLIC-STATE OF FLORIDA Brooke Fox Commission # DD976152 Expires: OCT. 11, 2013 BONDED THROUGH ATLANTIC BONDING CO., INC.	 (Affiant) Brooke Fox (Print name & title of affiant) (Corporate Seal)
My Commission expires:		

**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 Highland Products Group (name of business entity) has not made any reportable contributions in the **one-year period preceding 8/24/11 (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 Highland Products Group (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: Highland Products Group LLC

Signed Jessica Kyriakos Title: COO

Print Name Jessica Kyriakos Date: 8/24/11

Subscribed and sworn before me
this 31 day of Aug, 2011.
My Commission expires:

[Signature]
(Affiant)
Brooke Fox
(Print name & title of affiant) (Corporate Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Brooke Fox
Commission # DD926152
Expires: OCT. 11, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

**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.

VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)

VENDOR NAME:

Highland Products Group LLC FEIN/SS# 605-112 0445

MAKE PO/VOUCHERS PAYABLE TO:

CITY: Boca Raton STATE: FL ZIP: 33431
TEL #: 888-447-2401 FAX #: 561-2080008 EMAIL: sales@theparkcatalog.com

MAKE CHECK/S PAYABLE TO:

CITY: STATE: ZIP:
TEL #: FAX #: EMAIL:

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:

Commercial site furnishings

CITY
EMPLOYEE?

YES NO

MINORITY VENDOR? YES NO

REQUIRED
FORM 1099?

YES NO

TYPE/CATEGORY:

NON-PROFIT? YES (include Non-Profit Certification)
 NO

VENDOR'S CONTACT/AUTHORIZED PERSON:

Jessica Kyriakos

EMAIL: jessica@highlandproducts
group.com

SIGNATURE OF CONTACT/AUTHORIZED PERSON:

Jessica Kyriakos

NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER

SIGNATURE OF EMPLOYEE:

PURCHASING DIVISION USE ONLY

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 2.

Name Highland Products Group LLC

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other LLC Exempt from backup withholding

Address (number, street, and apt. or suite no.) 3350 NW Boca Raton Blvd Ste 80 Requester's name and address (optional)

City, state, and ZIP code Boca Raton FL 33431

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

000000000

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person James Reynolds Date 8/23/11

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

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

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY: _____

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

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 27

4. COMPANY NAME: Highland Products Group LLC

5. STREET: 3350 NW Boca Raton Blvd CITY: Boca Raton COUNTY: FL STATE: FL ZIP CODE: 33431

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

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

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 0

10. PUBLIC AGENCY AWARDDING CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

De. Im. Bch County

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/ Managers	6	3	3		1				2	1					2
Professionals	5	3	2				1	2							2
Technicians	2	2			1			0							
Sales Workers	7		7							1					6
Office & Clerical	5		5							1	1				3
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)	1	1						1							
Service Workers	1		1								1				0
TOTAL															
Total employment From previous Report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

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

13. DATES OF PAYROLL PERIOD USED
 From: 8/15/11 To: 8/31/11

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Jessica Kyriakos SIGNATURE: *[Signature]* TITLE: OOD DATE: 8/31/2011

17. ADDRESS NO. & STREET: 3350 NW Boca Raton Blvd. CITY: Boca Raton COUNTY: FL STATE: FL ZIP CODE: 33431 PHONE (AREA CODE, NO., EXTENSION): 561-620-7878 Ext 300



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: HIGHLAND MARKETING GROUP, LLC
Trade Name: HIGHLAND PRODUCTS GROUP
Address: 3601 N DIXIE HWY #3
BOCA RATON, FL 33431
Certificate Number: 1097043
Date of Issuance: January 23, 2006

For Office Use Only:
20060123113545839

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

City Clerk File No. Res. 11-670

Agenda No. 10.R

Approved: SEP 27 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO HORIZON STRUCTURES LLC, TO PROVIDE A LOGISTICS SHELTER TO THE METROPOLITAN MEDICAL RESPONSE SYSTEM WITHIN THE CITY OF JERSEY CITY UNDER GENERAL SERVICES ADMINISTRATION CONTRACTOR NUMBER 6S-07F-0630W

COUNCIL offered and moved adoption of the following resolution:

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

WHEREAS, there exists a need to obtain a specialized climate controlled structure to establish a central point of distribution for sensitive equipment and pharmaceuticals obtained by the MMRS grant process for the use of first responders in the Jersey City Fire and Emergency Services, Jersey City Police Department, Jersey City Emergency Medical Services and Local Hospitals managed in cooperation with the Jersey City Office of Emergency Management and is critical for mission stability, responder and public safety; and

WHEREAS, Resolution 11-459 approved on July 20, 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 2010 Metropolitan Medical Response System; and

WHEREAS, the NJ OHS&P MMRS grant authorizes the City to purchase; 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 United States 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, Horizon Structures LLC, 5075 Lower Valley Road , Atglen, Pennsylvania 19310, has submitted a proposal to install a shelter on the site of 715 Summit Avenue to the Jersey City Fire and Emergency Services Department, and submitted a quote in the total amount of \$109,235.00, One Hundred and Nine Thousand, Two Hundred and Thirty Five Dollars and no cents; AND

WHEREAS, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

WHEREAS, the sum of \$109,235.00, One Hundred and Nine Thousand, Two Hundred and Thirty Five Dollars and no cents is available in account no. 02 213 41 164 314,

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 Horizon Structures LLC, the holder of GSA contractor # 6S-07F-0630W, DUNS # 800250800, NJ Contractor #13VH03079000, in the amount of \$109,235.00 to provide the specified structure.

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO HORIZON STRUCTURES LLC, TO PROVIDE A LOGISTICS SHELTER TO THE METROPOLITAN MEDICAL RESPONSE SYSTEM WITHIN THE CITY OF JERSEY CITY UNDER GENERAL SERVICES ADMINISTRATION CONTRACTOR NUMBER 6S-07F-0630W**

- 2. Subject to such modifications as deemed necessary or appropriate 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 Horizon Structures LLC, provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31, et seq.
- 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

J.A.
9/22/11

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

Department of Fire & Emergency Services

Account No. 02 213 41 164 314 Purchase Order# 104049 Amount: \$109,235.00

APPROVED: _____
Armando Roman, Director
Fire & Emergency Services

APPROVED: _____
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER PAGE 1 OF

2. CONTRACT NO. GS07F0630W	3. AWARD/EFFECTIVE DATE 01 Sep 2010 Not Before 31 (t)	4. ORDER NUMBER	5. SOLICITATION NUMBER -- REFRESH #13	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: GREATER SW ACQ CTR		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY GREATER SW ACQ CTR 819 TAYLOR STREET, 7A37 FORT WORTH, TX, 76102	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7001) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
--	---	--	--------------------

15. DELIVER TO ORDERING AGENCY	16. ADMINISTERED BY SEE BLOCK 9
-----------------------------------	------------------------------------

17a. CONTRACTOR/OFFEROR HORIZON STRUCTURES LLC 5075 LOWER VALLEY RD ATGLEN, PA, 193101769 DUNS Number :800250800 TELEPHONE NO.	18a. PAYMENT WILL BE MADE BY ORDERING AGENCY
---	---

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Building and Building Materials- / Industrial Services and Supplies <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN N/A COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR  SIGNED 08/26/2010 by andree HORIZON STRUC	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  SIGNED 08/26/2010 by JOANNSTANLEY GSA/FSS
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF CONTRACTING OFFICER (Type or print)
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	LINES AWARDED 361 10A 361 10D				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS



Home eBuy - quotes GSA Advantage - online shopping Help

Search: all the words

Schedule Details

For general questions, contact:
Haley Naegele
 Phone: 817-850-8444
 E-mail: haley.naegele@gsa.gov

Need a quote from these vendors?

Click Here to try GSA e-Buy

56 BUILDINGS AND BUILDING MATERIALS/INDUSTRIAL SERVICES AND SUPPLIES
 FSC 54 - PRE-ENGINEERED/PREFABRICATED BUILDINGS AND STRUCTURES

Category Description

361 10A Pre-Engineered and Prefabricated Buildings and Structures for Storage Solutions
 Includes, but not limited to: storage containers, warehousing structures, hazardous/chemical storage, energy/power shelters, communications shelters, garages, portable vehicle tents, car ports, aircraft hangars, maintenance shelters, vehicle inspection stations, equipment shelters, barns, sheds, freight/shipping containers, portable workshops, and mobile containers. May be wood, fiberglass, steel, aluminum, metal, tension fabric or other membrane material, pre-cast concrete and includes accessories and options. Structures and buildings are suitable for support of emergency and disaster recovery efforts.

BROWSE >> A B C D E F G **H** I J K L M N O P Q R S T U V W X Y Z

2 of 73 contractors

Display: All Socio-Economic Indicators
 Small Business
 Woman Owned Business

▶ Download all contractors for this Category (Excel)

Hold the 'Ctrl' key to select all that apply

Contractor		Contract #	Phone	(Sort by) City, State	Socio-Economic	Contract Terms & Conditions	View Catalog
HORIZON STRUCTURES LLC		GS-07F-0630W	(610)593-7710	ATGLEN, PA	S		
HUFFCUTT CONCRETE, INC.		GS-07F-5919R	(715)723-7446	CHIPPEWA FALLS, WI	S		



Home eBuy - quotes GSA Advantage - online shopping Help

Search: all the words

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-07F-0630W	Socio-Economic :	Small business
Contractor:	HORIZON STRUCTURES LLC	EPLS :	Contractor not found on the Excluded Parties List System
Address:	5075 LOWER VALLEY RD ATGLEN, PA 19310-1769	Govt. Contracting Officer:	Allen K. Martin
Phone:	(610)593-7710	Phone:	817-850-8216
E-Mail:	dave@horizonstructures.com	E-Mail:	allen.martin@gsa.gov
Web Address:	http://www.horizonstructures.com		

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category	View Items Available
56	BUILDINGS AND BUILDING MATERIALS/INDUSTRIAL SERVICES AND SUPPLIES	GS-07F-0630W		Aug 31, 2015	361 10A	Advantage!
					361 10D	Advantage!

Horizon Structures, LLC
 5075 Lower Valley Rd.
 Atglen, PA 19310



Estimate

Date	Estimate #
8/17/2011	val101510
Proposal is valid for 30 days	

Name / Address
Jersey City Office Of Emergency Managemen 715 Summit Ave Jersey City N.J. 07306 Attn: Martin Valenti

Customer Phone	(201) 362-5303
Alternate Phone	

Rep
MA

Qty	Description	Rate	Total
1	28' x 60' Double Wide Garage	58,980.00	58,980.00T
1	10' Side Walls	3,360.00	3,360.00T
3	Overhead Door - 9' x 8'6"	635.00	1,905.00T
1	upgrade Standard OHD's to 9' x 8'6"	200.00	200.00T
4	Credit for No Window	-20.00	-80.00T
60	Vent: RIDGE VENT	10.00	600.00T
1	Insulate Garage with R-19 Fiberglass Insulation	6,300.00	6,300.00T
5	Insulate Garage Doors	100.00	500.00T
1	7/12 Pitch Roof - Includes: ~ 5/8" Plywood Floor in Attic Area ~ Full Wooden Stairs to Attic Area ~ Window at ea Gable end of Loft	15,120.00	15,120.00T
1	FREIGHT	600.00	600.00T
1	Enclose Stairs & Add Insulated Door	750.00	750.00T
1	Leemark Electric to provide: HVAC Unit & Electric - Includes: ~ Materials & Labor to Complete Installation of Complete Electric & H.V.A.C. System ~ Electric: 200amp, 3 phase, overhead service, wiring & installation of all lighting, emergency and exit lighting, outlets, switches, and relative wiring to deliver a complete electrical system, including wiring of H.V.A.C ~ H.V.A.C: New 5 ton heating & cooling system, including all related duct work, gas piping, low voltage and power wiring, start up and balance of system upon completion.	21,000.00	21,000.00T
	STANDARD FEATURES INCLUDE: NO CHARGE - 2 Overhead Doors with Locks NO CHARGE - Insulated HOUSE Door - 36" NO CHARGE - 1/2" Duratemp Wood Siding NO CHARGE - 1/2" Wood Sheeting on Roof w/240 lb. Asphalt Shingles	0.00	0.00

Subtotal
Sales Tax (0.0%)
Total

ACCEPTANCE OF PROPOSAL
 The above prices, specifications and conditions are
 satisfactory and are hereby accepted.

Signature _____

Date _____

Horizon Structures, LLC
 5075 Lower Valley Rd.
 Atglen, PA 19310



Estimate

Date	Estimate #
8/17/2011	val101510
Proposal is valid for 30 days	

Name / Address
Jersey City Office Of Emergency Managemen 715 Summit Ave Jersey City N.J. 07306 Attn: Martin Valenti

Customer Phone	(201) 362-5303
Altemate Phone	

Rep
MA

Qty	Description	Rate	Total
	<p>GSA contractor (Contractor#: 6S-07F-0630W) CCR and ORCA (Duns#: 800250800, CAGE: 5MAF2) NJ Home Improvement Contractors #13VH03079000</p> <p>Please be advised, current lead time is approximately 3-4 weeks</p> <p>TERMS: Purchase Order # Will be Given with terms</p> <p>To ensure the lowest prices to our customers, prices stated in this proposal/invoice reflect a 3% cash discount. If any other form of payment (other then cash/check) is used the discount will not apply.</p> <p>By signing below, the Customer accepts the order as detailed above and acknowledges having read, fully understood and accepted the TERMS AND CONDITIONS set forth at www.horizonstructures.com and agrees to be legally bound by them.</p>		

Subtotal	\$109,235.00
Sales Tax (0.0%)	\$0.00
Total	\$109,235.00

ACCEPTANCE OF PROPOSAL
 The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature _____

Date _____
 Page 2

Horizon Structures Verbatim Extract Price List
Effective January 2009 to December 2010

*Revised 2/25/10
 HCC*

SIN #'s	Product #	Product Name	List Price
361 10A	GP0810MB	8 x 10 Mini Barn	\$1,125.00
361 10A	GP1012MB	10 x 12 Mini Barn	\$1,450.00
361 10A	GP1216MB	12 x 16 Mini Barn	\$1,950.00
361 10A	GP1220MB	12 x 20 Mini Barn	\$2,275.00
361 10A	GP0810AF	8 x 10 A-Frame	\$1,250.00
361 10A	GP1012AF	10 x 12 A-Frame	\$1,650.00
361 10A	GP1216AF	12 x 16 A-Frame	\$2,275.00
361 10A	GP1220AF	12 x 20 A-Frame	\$2,550.00
361 10A	GP0810QH	8 x 10 Quaker or Hywall	\$1,375.00
361 10A	GP1012QH	10 x 12 Quaker or Hywall	\$1,850.00
361 10A	GP1216QH	12 x 16 Quaker or Hywall	\$2,550.00
361 10A	GP1220QH	12 x 20 Quaker or Hywall	\$2,900.00
361 10A	GP0816GS	8 x 16 Garden Shed	\$2,080.00
361 10A	GP1014GS	10 x 14 Garden Shed	\$2,340.00
361 10A	GP1020GS	10 x 20 Garden Shed	\$2,925.00
361 10A	GP1220GS	12 x 20 Garden Shed	\$3,315.00
361 10A	GP1026SW	10 X 26 Single Car Garage	\$3,287.00
361 10A	GP1224SW	12 x 24 Single Car Garage	\$3,523.00
361 10A	GP1228SW	12 x 28 Single Car Garage	\$3,832.00
361 10A	GP1424SW	14 x 24 Single Car Garage	\$4,382.00
361 10A	GP1026SWV	10 X 26 Single Car Garage - Vinyl	\$4,062.00
361 10A	GP1224SWV	12 x 24 Single Car Garage - Vinyl	\$4,408.00
361 10A	GP1228SWV	12 x 28 Single Car Garage - Vinyl	\$4,807.00
361 10A	GP1424SWV	14 x 24 Single Car Garage - Vinyl	\$5,522.00
361 10A	GP2020DW	20 x 20 Two Car Garage	\$5,900.00
361 10A	GP2024DW	20 x 24 Two Car Garage	\$6,600.00
361 10A	GP2424DW	24 x 24 Two Car Garage	\$7,500.00
361 10A	GP2430DW	24 x 30 Two Car Garage	\$9,000.00
361 10A	GP2020DWV	20 x 20 Two Car Garage - Vinyl	\$7,870.00
361 10A	GP2024DWV	20 x 24 Two Car Garage - Vinyl	\$8,580.00
361 10A	GP2424DWV	24 x 24 Two Car Garage - Vinyl	\$9,750.00
361 10A	GP2430DWV	24 x 30 Two Car Garage - Vinyl	\$11,700.00
361 10A	GP1016RI	10 x 16 Run-In Shed	\$2,545.00
361 10A	GP1020RI	10 x 20 Run-In Shed	\$2,995.00
361 10A	GP1024RI	10 x 24 Run-In Shed	\$3,495.00
361 10A	GP1224RI	12 x 24 Run-In Shed	\$3,995.00
361 10A	GP1236RI	12 x 36 Run-In Shed	\$5,345.00
361 10A	GP1020HB	10 x 20 Shedrow Horse Barn	\$3,945.00
361 10A	GP1032HB	10 x 32 Shedrow Horse Barn	\$5,695.00
361 10A	GP1038HB	10 x 38 Shedrow Horse Barn	\$6,695.00
361 10A	GP1232HB	12 x 32 Shedrow Horse Barn	\$6,295.00
361 10A	GP1248HB	12 x 48 Shedrow Horse Barn	\$9,600.00
361 10A	GPHACKLG	24 x 25 Hackney Barn with Gambrel Loft	\$23,340.00
361 10A	GPSHIRLG	24 x 56 Shire Barn with Gambrel Loft	\$44,490.00
361 10A	GP3624MN	36 X 24 Monitor Barn	\$28,488.00
361 10A	GP3636MNL	36 x 36 Monitor Barn with Loft	\$38,734.00
361 10A	GP3036LP	30 x 36 Low Profile Barn	\$30,400.00
361 10A	GP3624LP	36 x 24 Low Profile Barn	\$24,400.00
361 10A	GP3636LP	36 x 36 Low Profile Barn	\$33,400.00
361 10A	GP3624HPL	36 x 24 High Profile with Loft	\$33,400.00
361 10D	AF0812	8 x 12 Disaster Relief House	\$1,250.00

Price List accepted as basis of
 award for GS-07H - 00303
 8/26/10
 Date
 Contract Specialist
 Hase McGee

**Horizon Structures LLC
Contract Number GS-07F-0630W**

Horizon Structures LLC offer dated March 19, 2010 and Final Proposal Revision dated August 23, 2010, submitted in response to standing Solicitation No 7FCI-F8-03-0056-B (Refresh # 12) for Multiple Award Schedule 056 entitled Building and Building Materials/Industrial Services and Supplies, with Attachment 3 FSC 54 – Pre-Engineered/Prefabricated Buildings and Structures, is hereby accepted by the Government for Special Item Number 361 10A, and 361 10D for the contract period September 1, 2010 – August 31, 2015.

Horizon Structures Verbatim Extract Price List, Effective January 2009-December 2010, is approved to be used as the basis of award.

Most Favored Customer: Award is based upon discounts granted to Horizon Structures LLC Most Favored Customer (MFC) identified as Commercial End User.

The award is predicated upon the above-listed most favored customer; therefore, it is that customer upon which the Price Reduction Clause, 552-238-75, will be activated. The Economic Price Adjustment Clause 552-216-70 applies to all items awarded under the above listed SINS.

The following price/discount relationship is hereby accepted for this award: The price/discount relationship between the Government and the MFC is as follows: **Horizon Structures LLC** Most Favored Customers are Commercial End User. The price/discount relationship between the Government and the MFC will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government's basic discount will never be less than 3% and will always be at least 3% better than the 0% basic discount granted to the MFC.

The Industrial Funding Fee and Sales Reporting (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price relationship. The contractor shall add the prevailing IFF to the net GSA price (price after negotiated markups and/or discounts are deducted). The current IFF rate stands at .75%.

The contract will be administered by the address shown in Block 9 of Page 1, except for administration of the Industrial Funding Fee and Contractor Report of Sales Program, which is delegated to:

General Services Administration
Contract Management Division (4FQ)
Peachtree Summit Federal Building
401 West Peachtree Street, N.W.
Atlanta, GA 30365-2550

This award consummates the contract, which consists of the following documents:

- (a) The Government's solicitation,
- (b) Horizon Structures LLC offer
- (c) This award/contract.

Pages 1B through 1D of this award reflect terms and conditions accepted at the time of award. As required in Clause I-FSS-600, Contract Price Lists, the information listed on pages 1B through 1D must also appear on the Cover Page Notices required by the clause.

Contracting Officer, United States of America
Jo Ann Stanley



08/26/2010

Signature
Contracting Officer, United States of America

Date Signed

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 056 – Building and Building Materials/Industrial Services and Supplies.

CONTRACT NUMBERS: GS-07F-0630W

CONTRACT PERIOD: September 1, 2010 – August 31, 2015

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Horizon Structures LLC
5075 Lower Valley Road
Atglen, PA 19310-1769
Phone number: (610) 593-7710
Fax number: (610) 593-7701
dave@horizonstructures.com

CONTRACTOR'S ADMINISTRATION SOURCE: Dave Zook, President
(Same as above)

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

changed

SIN	DESCRIPTION
381 10A	Pre-Engineered and Prefabricated Buildings and Structures for Storage Solutions
383 10D	Pre-Engineered and Prefabricated Buildings and Structures for Military, Disaster/Emergency Response, and Medical Facility Solutions

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL	PRICE
-----	-------	-------

(To be supplied by Contractor)

1c. HOURLY RATES: N/A

Horizon Structures LLC

Contract Numbers: GS-07F-0630W

2. **MAXIMUM ORDER***: \$150,000 for SIN 361 10A; \$300,000 for SIN 361 10D

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. **MINIMUM ORDER**: \$100

4. **GEOGRAPHIC COVERAGE**: 48 Contiguous States, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

5. **POINT(S) OF PRODUCTION**: USA

6. **DISCOUNT FROM LIST PRICES**: 3% from the accepted pricelist. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.

7. **QUANTITY DISCOUNT(S)**: 1% at 15 or more

8. **PROMPT PAYMENT TERMS**: NET 30 Days

9.a **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**

9.b **Government Purchase Cards are accepted above the micro-purchase threshold.**

10. **FOREIGN ITEMS**: None

11a. **TIME OF DELIVERY**: 30 DARO

11b. **EXPEDITED DELIVERY**: 14 DARO

11c. **OVERNIGHT AND 2-DAY DELIVERY**: See Above

11d. **URGENT REQUIREMENTS**: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. **FOB POINT**: Origin

13a. **ORDERING ADDRESS**:
Horizon Structures LLC
5075 Lower Valley Road
Atglen, PA 19310-1769

13b. **ORDERING PROCEDURES**: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

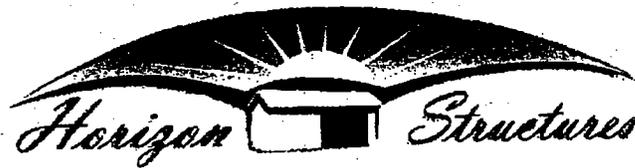
14. **PAYMENT ADDRESS**: Same as contractor

15. **WARRANTY PROVISION**: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty. 20% restocking fee for returnable items.

16. **EXPORT PACKING CHARGES**: Not applicable

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**: None

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A**
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A**
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A**
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A**
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A**
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A**
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A**
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A**
- 24b. **Section 508 Compliance for EIT: N/A**
25. **DUNS NUMBER: 800250800**
26. **NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Registration valid until 11/05/10.**



Horizon Structures Prefab Units –

The 28' x 60' Garage, Raised Gambrel Roof, that is proposed to Jersey City Office of Emergency Management/Homeland Security is modular in two ways:

The 1st being that the base of the structure is a pressure treated 6x6 and can sit on top of the ground, it can be anchored to the ground, but nothing is permanently "stuck" in the ground.

The 2nd is the roof is collapsible, making this unit completely portable, and we have the ability to load it back on the truck and transport it away.

This structure can be unattached from each other, roof folded down, and transported off the property in less then a 24 hour period.

If you have any more questions or need anymore details please don't hesitate to ask,

Thanks!



5075 Lower Valley Road, Atglen, PA 19310
Phone: 1(888) 447-4337 - Fax: 1(610) 593-7701
Website: www.horizonstructures.com

Dave Zook



Horizon Structures, LLC
5075 Lower Valley Rd., Atglen, PA 19310
888-447-4337
www.horizonstructures.com

CITY OF JERSEY CITY

RESOLUTION:

VENDOR:

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AAVEBO Review
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	NA	Verified online ✓
I. Original signature(s) on all required forms.		



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HORIZON STRUCTURES,LLC

Trade Name:

Address: 623 MT VERNON RD
GAP, PA 17527-9664

Certificate Number: 0924248

Effective Date: June 19, 2002

Date of Issuance: August 17, 2011

For Office Use Only:

20110817162153395

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: Horizon Structures LLC

SIGNATURE: *David Zook*

DATE: 10/19/10

PRINT

NAME: DAVID ZOOK

TITLE: Managing Member

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am DAVIA ZOOK

of the firm of Horizon Structures LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) *[Signature]*

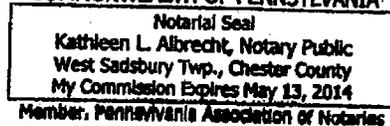
Kathleen J Albrecht

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

October 19 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) COMMONWEALTH OF PENNSYLVANIA

NOTARY PUBLIC OF *Pennsylvania*
MY COMMISSION EXPIRES: 20 14



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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

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

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

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

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

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

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

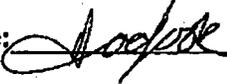
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

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 ZOOK

Representative's Signature: 

Name of Company: Horizon Structures LLC

Tel. No.: 610-593-7710 Date: 10/19/10

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

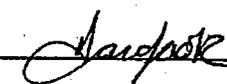
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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 ZOOK

Representative's Signature: 

Name of Company: Horizon Structures LLC

Tel. No.: 609-593-7710 Date: 10/19/10

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY <i>010000</i>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 6
4. COMPANY NAME Horizon Structures LLC		
5. STREET 5075 Lower Valley Rd.	CITY Atglen	COUNTY Chester
STATE PA	ZIP CODE 19310	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input checked="" 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 EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 6		
10. PUBLIC AGENCY AWARDED CONTRACT <i>Jersey City Office of Emergency Management / Homeland Security</i>		
CITY Jersey City	COUNTY Hudson	STATE NJ
ZIP CODE 07306		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 9/28/2010 To: 10/11/2010		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Nicole DeGuzman	SIGNATURE <i>Nicole DeGuzman</i>	TITLE Sales & Administration	DATE MO DAY YEAR 10 18 2010
17. ADDRESS NO. & STREET 5075 Lower Valley Rd.	CITY Atglen	COUNTY Chester	STATE PA
ZIP CODE 19310	PHONE (AREA CODE, NO., EXTENSION) 610 - 593 - 7710		

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
David Zook	100 Clearwater Dr. Hopeworth	99%

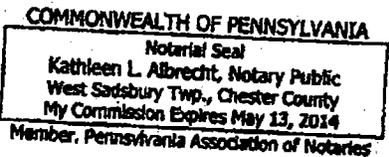
SIGNATURE: David Zook

TITLE: Managing Member

SUBSCRIBED AND SWORN TO Kathleen L Albrecht
BEFORE ME THIS DAY October 19 OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Pennsylvania
MY COMMISSION EXPIRES: 2014



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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: <i>David Zook</i>	Name:
Home Address: <i>100 Clearwater dr. Apt 1A 19527</i>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this *19* day of *October*, 2010
— *Kathleen L Albrecht*
(Notary Public)
My Commission expires: *May 13, 2014*

[Signature]
(Affiant)
DAVID ZOOK
(Print name & title of affiant)
(Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen L. Albrecht, Notary Public
West Sadsbury Twp., Chester County
My Commission Expires May 13, 2014
Member, Pennsylvania Association of Notaries

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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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
DAVID R ZOOK	100 Pleasantwater dr. Hop PA 17527

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: Avia Structures LLC
 Signed: David Zook Title: Managing Member
 Print Name: DAVID R ZOOK Date: 8/3/11

Subscribed and sworn before me this <u>3</u> day of <u>August</u> , 2011	<u>Kathleen L Albrecht</u> (Affiant)
My Commission expires: <u>May 13, 2014</u>	(Print name & title of affiant) (Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Kathleen L. Albrecht, Notary Public
 West Sadsbury Twp., Chester County
 My Commission Expires May 13, 2014
 Member, Pennsylvania Association of Notaries

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**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 employee 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 Phillipine Islands and Samoa.

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
Instructions: 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.

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 Executive

County Clerk
Surrogate

Sheriff
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)

**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 Horizon Structures LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 8/3/11 (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 Horizon Structures 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: Horizon Structures LLC

Signed [Signature] Title: Managing Member

Print Name: DAVID R ZOOK Date: 8/3/11

Subscribed and sworn before me this 3 day of August, 2011. Kathleen L Albrecht
(Affiant)

My Commission expires: _____

COMMONWEALTH OF PENNSYLVANIA (Affiant name & title of affiant) (Corporate Seal)
Notarial Seal
Kathleen L. Albrecht, Notary Public
West Sadsbury Twp., Chester County
My Commission Expires May 13, 2014
Member, Pennsylvania Association of Notaries

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

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name: Horizon Structures LLC

Address: 5075 Lower Valley Rd. Atglen, PA 19310

Telephone No.: 610-593-7710

Contact Name: Dave Zook

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name: Horizon Structures LLC

Address: 5075 Lower Valley Rd. Atglen, PA 19310

Telephone No.: 610-593-7710

Contact Name: Dave Zook

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

City Clerk File No. Res. 11-671

Agenda No. 10.S

Approved: SEP 27 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO V.E. RALPH AND SON FOR FURNISHING AND DELIVERING PHILIPS HEARTSTART FR-X AUTOMATIC EXTERNAL DEFIBRILLATORS AND ACCESSORIES TO THE DEPARTMENT OF FIRE AND EMERGENCY SERVICES

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for Furnishing and Delivering **Philips HeartStart FR-X Automatic External Defibrillators and Accessories** to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received two (2) Bids, and

WHEREAS, the bid submitted by V.E. Ralph and Son did comply with the specifications and was the low bidder; and

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

WHEREAS, the funds for this purchase are from the Metropolitan Medical Response System Grant account; and

WHEREAS, the term of this contract shall be for one (1) year for a total amount not to exceed \$58,715 (Fifty-eight thousand seven hundred fifteen dollars); 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 Fire and Emergency Services

Acct. No. 02-213-40-164-314 P.O. 104269 Amount: \$58,715.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **V.E. Ralph and Son** be accepted and that a contract be awarded to said company in the above amount and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

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

J.A.
9/22/11

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO V.E. RALPH AND SON FOR FURNISHING AND DELIVERING PHILIPS HEARTSTART FR-X AUTOMATIC EXTERNAL DEFIBRILLATORS AND ACCESSORIES TO THE DEPARTMENT OF FIRE AND EMERGENCY SERVICES

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. 02-213-41-164-314

Department of Fire and Emergency Services

Acct. No. 02-213-40-164-314 P.O. 104269 Amount: \$58,715.00

APPROVED Armando Roman
 Armando Roman, Director
 Fire & Emergency Services

APPROVED: Julia Kelly
 Business Administrator

APPROVED AS TO LEGAL FORM [Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-36 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et seq., as amended and

EXHIBIT A (continued)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-36 and N.J.A.C. 17:27

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.

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

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

In conforming with the 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, and conform with the applicable employment goals, 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 goods and services contract, one of the following three documents:

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

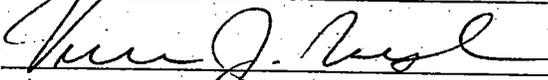
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): VERNON J. RALPH, PRESIDENT

Representative's Signature: 

Name of Company: V.E. RALPH & SON, INC.

Tel. No.: 800-526-1196 Date: 9/7/2011

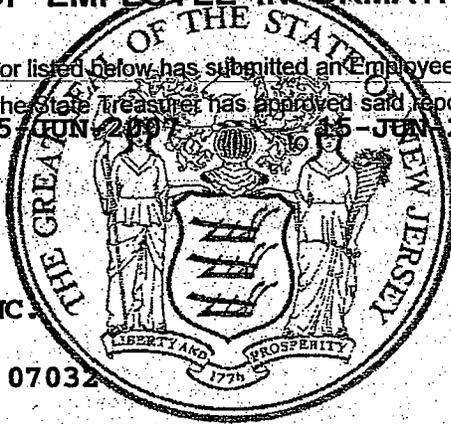
Certification 14562

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of
15-JUN-2013 to 15-JUN-2014

V. E. RALPH AND SON INC.
320 SCHUYLER AVE.
KEARNY NJ 07032



Bradley Abela

State Treasurer

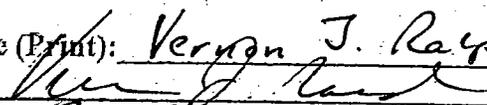
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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. 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): Vernon J. Ralph, President
Representative's Signature: 
Name of Company: V.E. RALPH & SON, INC.
Tel. No.: 800-526-1196 Date: 9/7/11

**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: V.E. RALPH & SON, INC.
Address: PO Box 633, KEARNY, NJ 07032
Telephone No.: 800-526-1196
Contact Name: VERNON J. RALPH, PRESIDENT

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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: V. E. Ralph & Son, Inc.
Address: 320 Schuyler Ave PO Box 633
Kenilworth NJ 07032
Telephone No.: 800-526-1196
Contact Name: Vernon J. Ralph, President

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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DIVISION OF PURCHASING COPY

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

"New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

V. E. RALPH & SON, INC.

TAXPAYER IDENTIFICATION#

221-555-946/000

ADDRESS

320 SCHUYLER AVE
KEARNY NJ 07032

EFFECTIVE DATE:

12/22/54

TRADE NAME:

CONTRACTOR CERTIFICATION#

0062774

ISSUANCE DATE:

11/27/01

Patricia A. Chaschis

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

FORM-BRC(08-01)

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 V. E. RALPH & SON, INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding TBD → (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 V. E. RALPH & SON, 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: V. E. Ralph & Son, Inc.
Signed: Vernon J. Ralph Title: President
Print Name: Vernon J. Ralph Date: 9/7/11

Subscribed and sworn before me
this day 7 of Sept 2011.

My Commission expires: Sept 12, 2016

Dante W. II
Notary Public
Union County, New Jersey

Vernon J. Ralph
(Affiant)

Vernon J. Ralph, President
(Print name & title of affiant) (Corporate Seal)

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

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

City Clerk File No. Res. 11-672

Agenda No. 10.T

Approved: SEP 27 2011



TITLE:
RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS JARDIM, ESQ. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF GEORGE AYAD V. CITY OF JERSEY CITY

WHEREAS, plaintiff, George Ayad filed a complaint in Superior Court of New Jersey against the City of Jersey City alleging retaliation against him for engaging in whistle blowing activity; and

WHEREAS, the City requires the services of Thomas Jardim, Esq. to represent the City of Jersey City in this matter, and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, Thomas Jardim, Esq., 222 Ridgedale Avenue, Morristown, New Jersey, is an attorney-at-law in the State of New Jersey and is qualified to perform these services and will provide these services at the rate of **\$125.00 per hour**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in May, 2011, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Thomas Jardim, Esq. submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Thomas Jardim, Esq. has submitted his Certification of Compliance with City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds are available for the cost of these services in **Account No.: 11-14-298-56-000-856**.

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

1. A one year contract effective as of September 29, 2011 is authorized with Thomas Jardim, Esq., for a total amount not to exceed **\$10,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS JARDIM, ESQ. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF GEORGE AYAD V. CITY OF JERSEY CITY

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

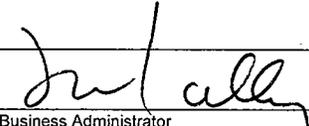
I hereby certify that funds are available in Account No. 11-14-298-56-000-856.

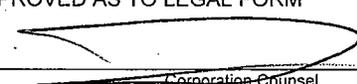

Peter Soffero, Risk Manager

igp

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

0 8 0 1 1 : 7 5

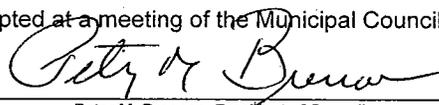
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

AGREEMENT

This Agreement dated the _____ day of _____, 2011 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Thomas Jardim. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with the matter of George Ayad v. City of Jersey City.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$10,000.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;

- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

John Kelly
Business Administrator

WITNESS:

Thomas Jardim, Esq.

Thomas Jardim, Esq.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

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

09/15/2011 10:47

201-547-5230

LAW DEPT

PAGE 03/25

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 damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Thomas C. Jasim
Berman, Sauter, Record & Jasim, P.C.
 Representative's Signature: [Signature]
 Name of Company: Berman, Sauter, Record & Jasim
 Tel. No.: 973-292-4300 Date: 9/15/11

EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-36 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et seq., as amended and

EXHIBIT A (continued)**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-36 and N.J.A.C. 17:27**

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.

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

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

In conforming with the 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, and conform with the applicable employment goals, 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 goods and services contract, one of the following three documents:

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

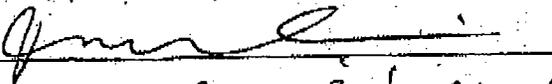
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations; and public agencies shall furnish such information as may be requested by the Division of 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. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): THOMAS C. JARDIM

Representative's Signature: 

Name of Company: Belman, Sauter, Record & Jardim, P.C.

Tel. No. 973.292.4362 Date: 9/15/11

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed on page _____ of the Employee Information Report prepared by N.J.A.C. 17:27-2.9 is in compliance with the requirements of the report. This approval will remain in effect for the period of _____.



VOID

VOID

State Treasurer

Sample Federal Letter of Approval

U.S. Department of Labor

Employment Standards Administration
Office of Federal Control Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.

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

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

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

Business Name : Berman Switce, Record & Garding P.C.
Address : P.O. Box 2209
222 Ridgedale Avenue, Morris Plains, NJ 07962
Telephone No. : 973.292.4360
Contact Name : Thomas C. JARDIM

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

Woman Business Enterprise

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

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

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

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

Business Name : Berman, Sauter, Record & Jardim, P.C.
Address : P.O. Box 229, 222 Ridgedale Ave, Morristown NJ 07962
Telephone No. : 973.292.4360
Contact Name : THOMAS C. JARDIM

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE**

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-4 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

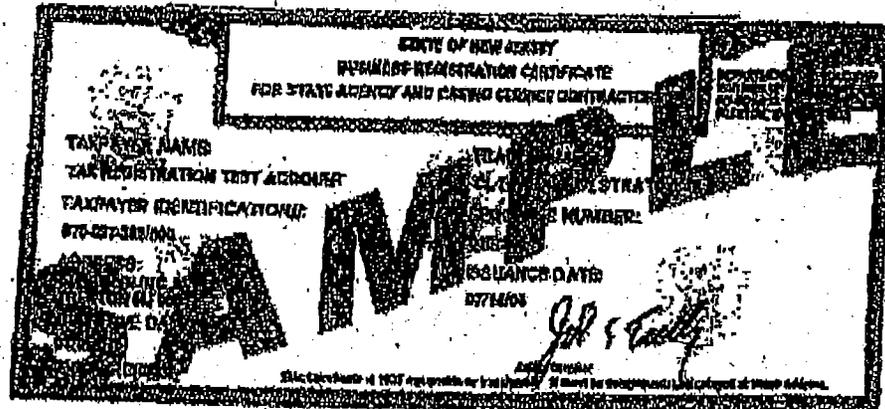
"New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section c P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name	TAX REG TEST ACCOUNT
Trade Names	
Address	647 ROSSLING AVE TRENTON, NJ 08611
Certificate Number	1093907
Date of Issuance	October 14, 2004
For Office Use Only	
20041014112823073	

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Berman, Sinter, Record & Tardim, P.C. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Berman, Sinter, Record & Tardim, P.C.

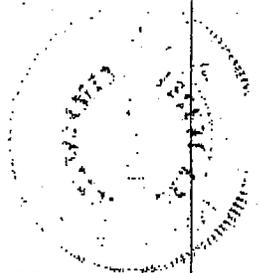
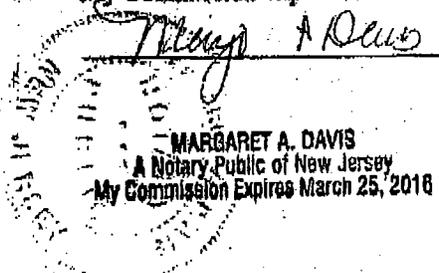
Signed [Signature] Title: Partner/Secretary

Print Name: THOMAS C. TARDIM Date: 9/15/11

Subscribed and sworn before me
this 15 day of Sept, 2011.
My Commission expires:

[Signature] A Davis

[Signature]
(Affiant)
THOMAS C. TARDIM Partner/Secretary
(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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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
Edward A. Berman	10 West End Ave, #11B, NY, NY
Kenneth E. Sauter	4 Lockout Road, Randolph, NJ 07869
Caroline Record	19 Coen Hill Drive, Monroestown, NJ 07960
Thomas C. Jardim	251 Walnut Street, Westfield, NJ 07090

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: Berman, Sauter, Record & Jardim, P.C.

Signed: [Signature] Title: Partner/Secretary

Print Name: THOMAS C. JARDIM Date: 9/15/11

Subscribed and sworn before me this 15 day of Sept, 2011.

[Signature]
My Commission expires:

[Signature] (Affiant)
THOMAS C. JARDIM
(Print name & title of affiant) (Corporate Seal)

MARGARET A. DAVIS
A Notary Public of New Jersey
My Commission Expires March 25, 2016

Certification 21879

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 ~~12/31/2016~~ **12/31/2015 - 6/30/2017**



BERMAN, SAUTER, RECORD & JOURNAL
222 RIDGEDALE AVENUE
CEDAR KNOLLS NJ 07827



Andrew P. Sidamon-Eristoff
Acting State Treasurer

CERT-1

04/02/08

Taxpayer Identification# 222-237-229/000

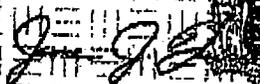
Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

STATE OF NEW JERSEY		BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME: BERMAN SHUTER, RECORD & JARDIM P.C.		TRADE NAME:	
ADDRESS: 155 RIDGEDALE AVE MORRISTOWN, NJ 07960		SEQUENCE NUMBER: 001361	
EFFECTIVE DATE: 01/20/79		ISSUANCE DATE: 04/02/08	
Form 100-0000000		 Director New Jersey Division of Revenue	



CITY OF JERSEY CITY
Office of the Corporation Counsel

280 Grove Street
Jersey City, New Jersey 07302
Telephone: (201) 547-4667
Fax: (201) 547-5230

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

September 21, 2011

President and Council Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

**Re: Professional Services Agreement with Thomas Jardim, Esq. in the
matter of George Ayad v. City of Jersey City**

Dear President and Council Members of the Municipal Council:

On the Agenda for the Council's consideration is a Resolution reappointing Thomas Jardim, Esq. to represent the City in the above matter. We are renewing his contract because one year has expired and we are required to by law. Mr. Jardim only utilized some \$49,000 of \$60,000 previously authorized, so we are not seeking any additional funding authorization.

Very truly yours,


WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL

WM/igp

c: John Kelly, Business Administrator
Robert Bryne, City Clerk

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

City Clerk File No. _____ Res. 11-673
 Agenda No. _____ 10.U
 Approved: _____ SEP 27 2011
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S)
 GRAND STREET FROM GREENE STREET TO WASHINGTON STREET
 BEGINNING 1:00 P.M. AND ENDING 5:00 P.M. SUNDAY, OCTOBER 30, 2011,
 RAIN DATE: MONDAY, OCTOBER 31, 2011 AT THE REQUEST OF THE
 HISTORIC PAULUS HOOK ASSOCIATION, INC. FOR A HALLOWEEN
 PARTY**

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Historic Paulus Hook Association, Inc. to close Grand Street from Greene Street to Washington Street beginning 1:00 p.m. and ending 5:00 p.m. on Sunday, October 30, 2011, rain date: Monday, October 31, 2011 for the purpose of a Halloween party; and

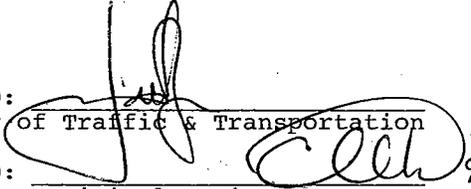
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

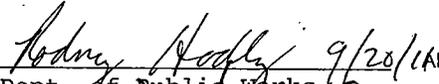
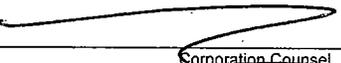
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

WHEREAS, the request to close Grand Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(2)(8) and 296-73(D) as the application for the street closing has been filed by a nonresident may be held on a weekday; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grand Street from Greene Street to Washington Street beginning 1:00 p.m. and ending 5:00 p.m. on Sunday, October 30, 2011, rain date: Monday, October 31, 2011.

APPROVED: 
 Director of Traffic & Transportation
 APPROVED:  9/29/11
 Municipal Engineer

APPROVED:  9/20/11 APPROVED AS TO LEGAL FORM
 Director, Dept. of Public Works
 APPROVED: 
 Business Administrator Corporation Counsel

JDS:pcl
 (09.20.11)

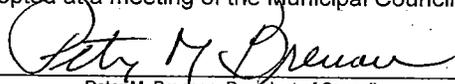
Certification Required
 Not Required

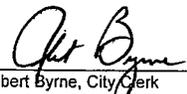
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. Breman, President of Council


 Robert Byrne, City Clerk

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

1. Full title of ordinance/ resolution/cooperation agreement:

A resolution authorizing the closing of a municipal street(s), Grand Street from Greene Street to Washington Street beginning 1:00 p.m. and ending 5:00 p.m. on Sunday, October 30, 2011, rain date: Monday, October 31, 2011, at the request of the Historic Paulus Hook Association Inc. for the purpose of a Halloween party

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request Gerry Bakirtjy on behalf of the Historic Paulus Hook Association Inc., 192 Washington St., JCNJ 917.301.8589

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize the closing of Grand Street from Greene Street to Washington Street beginning 1:00 p.m. and ending 5:00 p.m., Sunday, October 30, 2011, rain date: Monday, October 31, 2011

4. Reasons (need) for the proposed program, project, et

A Halloween party.

5. Anticipated benefits to the community:

Community Affair

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

No cost to the City.

7. Date proposed program or project will commence:

1:00 p.m., Sunday, October 30, 2011, rain date: Monday, October 31, 2011

8. Anticipated completion date:

5:00 p.m., Sunday October 30, 2011, rain date: Monday, October 31, 2011

9. Person responsible for coordinating proposed program, project, etc.:

Stanley Huang, Assistant Municipal Engineer, Division of Traffic and Transportation, Department of Public Works ex. 4470

10. Additional comments:

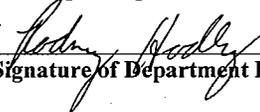
Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

9/20/11

Date



Signature of Department Director

9/20/11

Date

CITY OF JERSEY CITY
Department of Public Works
Division of Engineering, Traffic and Transportation
MEMORANDUM

DATE: September 20, 2011
TO: John Kelly, Business Administrator
FROM: Patricia Logan, Supervising Traffic Investigator
SUBJECT: GRAND STREET – STREET CLOSING RESOLUTION

Attached for your review and signature is a proposed Resolution (for Municipal Council approval) authorizing the closing of the following street(s):

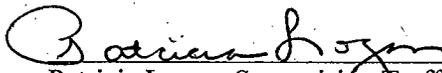
- Grand Street from Greene Street to Washington Street, beginning 1:00 p.m. and ending 5:00 p.m. on Sunday, October 30, 2011, rain date: Monday, October 31, 2011.

The resolution has been proposed at the request of Gerry Bakirtjy on behalf of the Historic Paulus Hook Association, Inc. for a Halloween party.

It is anticipated that this Resolution will be listed on the Agenda for the September 27, 2011 Municipal Council meeting.

If you have any questions feel free to contact Stanley Huang @ ex. 4470.

Thank you.



Patricia Logan, Supervising Traffic Investigator



Chuck F. Lee, P.E., Municipal Engineer

C: Rodney Hadley, Director, DPW
Robert Byrne, City Clerk

RECREATIONAL EVENT STREET CLOSURE

BLOCK: GRAND ST from GREENE ST to WASHINGTON ST

PURPOSE OF EVENT: Halloween party

BEGINS: 1PM **ENDS: 5PM Sunday, Oct 30 (rain date Monday, Oct 31), 2011**

APPLICANT: Gerry Bakirtjy

ORGANIZATION : Historic Paulus Hook Assn Inc

ADDRESS: 192 Washington St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 917.301.8589

BEING WAIVED: day of week, nonresident

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

City Clerk File No. Res. 11-674

Agenda No. 10.V

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION OF THE CITY OF JERSEY CITY CONSENTING TO THE UNDERTAKING OF CERTAIN CAPITAL PROJECTS BY THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

WHEREAS, the City of Jersey City (the "City") and the Jersey Municipal Utilities Authority (formerly the Jersey City Sewerage Authority) (the "Authority") have entered into a Service Contract with respect to the Sewer System on December 1, 1985, as amended by Amendment No. 1 to the Sewer Service Contract dated as of May 1, 2003 (collectively, the "Sewer Service Contract"); and

WHEREAS, Section 6 of the Sewer Service Contract, as amended, provides that the Authority may not issue debt obligations to finance capital projects concerning the Sewer System until those capital projects have been presented to and approved by resolution of the City Council as well as by certificate of the Mayor or his representative; and

WHEREAS, the City and the Authority have entered into that certain Amended and Restated Water Services Franchise and Service Agreement, dated as of September 30, 2005 (the "Water Service Contract"); and

WHEREAS, Section 402 of the Water Service Contract provides that the Authority may not issue debt obligations to finance capital projects concerning the Water System until those capital projects have been presented to and approved by resolution of the City Council as well as by certificate of the Mayor or his representative; and

WHEREAS, in consultation with the Authority's engineers and the Department of Environmental Protection, the Authority has determined that the capital projects outlined in Exhibit A, attached hereto and by this reference incorporated herein, are necessary and appropriate to continue the operations of the Sewer System and the operations of the Water System in proper order; and

WHEREAS, the Authority desires to obtain the approval of the City Council to undertake these capital projects,

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

Section 1. Pursuant to the Sewer Service Contract, as amended, and the Water Service Contract, the City hereby consents to the undertaking of the capital projects delineated in Exhibit A, attached hereto, by the Authority.

Section 2. This resolution shall take effect immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED

9/27/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				AHMAD			
DONNELLY				FULOP				VELAZQUEZ			
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.

EXHIBIT A

CAPITAL PROJECTS

Sewer Projects:

- 1) Separation of common sewers at various locations within the System;
- 2) Regulator and outfall improvements;
- 3) Improvements to the West Side Sewer Plant;
- 4) Sewer improvements at various locations within the System, including Culver Avenue and Linden Avenue;
- 5) Acquisition of equipment; and
- 6) Engineering capital study of System.

Water Projects:

- 1) Improvements to Split Rock Dam;
- 2) Improvements to water mains and pipes within the System, including the 18th Street water main; and
- 3) Filter improvements at the Authority's water treatment plants.

JCMUA
Permanent Financing
Fall 2011

Sewer Division

7,200,000	Existing sewer notes
2,800,000	Regulator, outfall and west side pump station improvements
2,700,000	Malcolm Pirnie EPA sewer Assessment, stages 5-7
2,000,000	Sewer separation for 2011 and 2012
2,000,000	Trucks and equipment
1,005,799	Linden Ave. major repairs- Emergency reimbursement
550,000	Culver Ave. major repairs- Emergency reimbursement
1,953,037	Debt service reserve fund
<u>320,000</u>	Cost of Issuance and Underwriter ?
20,528,836	Total sewer division permanent financing

Water Division

5,500,000	Split Rock dam improvements
1,500,000	Existing water notes
800,000	Water treatment Plant Filter media
500,000	18th street soil disposal
810,000	Debt service reserve fund
<u>130,000</u>	Cost of Issuance and Underwriter?
9,240,000	Total water division permanent financing

Additional items:

New projects will require City Council approval
We are also refinancing our 2001 A-2 Sewer Revenue Bonds (\$7,000,000)
with a projected Net PV savings of \$680,000
We will be issuing \$2.4 million NJEIT interim supplemental financing to complete
north east interceptor cleaning

questions

- 1 If you need money payout over 5 years for sewer separations, do you issue notes?
- 2 Need reimbursement resolution for sewer separation
- 3 Need reimbursement resolution for Waterware outfall major repair/improvement

Estimate Principal and Interest payments over 20 years for \$21 million debt.

yr	princ	interest 4%	payment	debt bal
				21000000
1	706000	840000	1546000	20294000
2	734240	811760	1546000	19559760
3	763610	782390	1546000	18796150
4	794154	751846	1546000	18001996
5	825920	720080	1546000	17176076
6	858957	687043	1546000	16317119
7	893315	652685	1546000	15423804
8	929048	616952	1546000	14494756
9	966210	579790	1546000	13528547
10	1004858	541142	1546000	12523688
11	1045052	500948	1546000	11478636
12	1086855	459145	1546000	10391781
13	1130329	415671	1546000	9261453
14	1175542	370458	1546000	8085911
15	1222564	323436	1546000	6863347
16	1271466	274534	1546000	5591881
17	1322325	223675	1546000	4269556
18	1375218	170782	1546000	2894339
19	1430226	115774	1546000	1464112
20	1487436	58564	1546000	-23323
	21023323			

SOURCES AND USES OF FUNDS

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Dated Date 10/01/2011
Delivery Date 10/01/2011

Sources:

Bond Proceeds:	
Par Amount	7,240,000.00
	<hr/>
	7,240,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.78
SLGS Purchases	7,107,177.00
	<hr/>
	7,107,177.78

Delivery Date Expenses:	
Cost of Issuance	85,000.00
Underwriter's Discount	43,440.00
	<hr/>
	128,440.00

Other Uses of Funds:	
Additional Proceeds	4,382.22
	<hr/>
	7,240,000.00

SUMMARY OF REFUNDING RESULTS

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Dated Date	10/01/2011
Delivery Date	10/01/2011
Arbitrage yield	2.800480%
Escrow yield	
Bond Par Amount	7,240,000.00
True Interest Cost	2.926016%
Net Interest Cost	3.156045%
Average Coupon	2.819122%
Average Life	5.265
Par amount of refunded bonds	7,000,000.00
Average coupon of refunded bonds	5.200000%
Average life of refunded bonds	5.530
PV of prior debt to 10/01/2011 @ 2.800480%	7,916,088.23
Net PV Savings	680,470.45
Percentage savings of refunded bonds	9.721006%
Percentage savings of refunding bonds	9.398763%

SUMMARY OF BONDS REFUNDED

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Sewer Revenue Bonds Series 2011 A-2 (AMT), AMT01A2:					
TERM21	07/15/2021	5.200%	7,000,000.00	10/31/2011	100.000
			7,000,000.00		

SAVINGS

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 10/01/2011 @ 2.8004801%
01/15/2012	182,000.00	51,511.78	130,488.22		129,444.06
07/15/2012	757,000.00	824,155.00	-67,155.00	63,333.22	-65,697.70
01/15/2013	167,050.00	83,275.00	83,775.00		80,825.29
07/15/2013	772,050.00	778,275.00	-6,225.00	77,550.00	-5,922.88
01/15/2014	151,320.00	77,367.50	73,952.50		69,391.73
07/15/2014	786,320.00	782,367.50	3,952.50	77,905.00	3,657.53
01/15/2015	134,810.00	71,093.00	63,717.00		58,147.66
07/15/2015	804,810.00	791,093.00	13,717.00	77,434.00	12,345.17
01/15/2016	117,390.00	64,181.00	53,209.00		47,226.31
07/15/2016	822,390.00	794,181.00	28,209.00	81,418.00	24,691.51
01/15/2017	99,060.00	55,968.50	43,091.50		37,197.40
07/15/2017	839,060.00	800,968.50	38,091.50	81,183.00	32,427.25
01/15/2018	79,820.00	46,544.25	33,275.75		27,936.43
07/15/2018	859,820.00	811,544.25	48,275.75	81,551.50	39,969.90
01/15/2019	59,540.00	35,681.25	23,858.75		19,481.07
07/15/2019	879,540.00	825,681.25	53,858.75	77,717.50	43,369.29
01/15/2020	38,220.00	23,317.75	14,902.25		11,834.20
07/15/2020	903,220.00	838,317.75	64,902.25	79,804.50	50,828.57
01/15/2021	15,730.00	9,585.00	6,145.00		4,746.04
07/15/2021	620,730.00	549,585.00	71,145.00	77,290.00	54,189.42
	9,089,880.00	8,314,693.28	775,186.72	775,186.72	676,088.23

Savings Summary

PV of savings from cash flow	676,088.23
Plus: Refunding funds on hand	4,382.22
Net PV Savings	680,470.45

BOND PRICING

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Bond Component	Maturity Date	Amount	Rate	Yield	Price
2011 Sewer Refunding Bonds:					
	07/15/2012	735,000	1.600%	1.600%	100.000
	07/15/2013	695,000	1.700%	1.700%	100.000
	07/15/2014	705,000	1.780%	1.780%	100.000
	07/15/2015	720,000	1.920%	1.920%	100.000
	07/15/2016	730,000	2.250%	2.250%	100.000
	07/15/2017	745,000	2.530%	2.530%	100.000
	07/15/2018	765,000	2.840%	2.840%	100.000
	07/15/2019	790,000	3.130%	3.130%	100.000
	07/15/2020	815,000	3.370%	3.370%	100.000
	07/15/2021	540,000	3.550%	3.550%	100.000
		7,240,000			

Dated Date	10/01/2011	
Delivery Date	10/01/2011	
First Coupon	01/15/2012	
Par Amount	7,240,000.00	
Original Issue Discount		
Production	7,240,000.00	100.000000%
Underwriter's Discount	-43,440.00	-0.600000%
Purchase Price	7,196,560.00	99.400000%
Accrued Interest		
Net Proceeds	7,196,560.00	

PRIOR BOND DEBT SERVICE

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/15/2012			182,000	182,000	
07/15/2012	575,000	5.200%	182,000	757,000	939,000
01/15/2013			167,050	167,050	
07/15/2013	605,000	5.200%	167,050	772,050	939,100
01/15/2014			151,320	151,320	
07/15/2014	635,000	5.200%	151,320	786,320	937,640
01/15/2015			134,810	134,810	
07/15/2015	670,000	5.200%	134,810	804,810	939,620
01/15/2016			117,390	117,390	
07/15/2016	705,000	5.200%	117,390	822,390	939,780
01/15/2017			99,060	99,060	
07/15/2017	740,000	5.200%	99,060	839,060	938,120
01/15/2018			79,820	79,820	
07/15/2018	780,000	5.200%	79,820	859,820	939,640
01/15/2019			59,540	59,540	
07/15/2019	820,000	5.200%	59,540	879,540	939,080
01/15/2020			38,220	38,220	
07/15/2020	865,000	5.200%	38,220	903,220	941,440
01/15/2021			15,730	15,730	
07/15/2021	605,000	5.200%	15,730	620,730	636,460
	7,000,000		2,089,880	9,089,880	9,089,880

BOND DEBT SERVICE

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/15/2012			51,511.78	51,511.78	
07/15/2012	735,000	1.600%	89,155.00	824,155.00	875,666.78
01/15/2013			83,275.00	83,275.00	
07/15/2013	695,000	1.700%	83,275.00	778,275.00	861,550.00
01/15/2014			77,367.50	77,367.50	
07/15/2014	705,000	1.780%	77,367.50	782,367.50	859,735.00
01/15/2015			71,093.00	71,093.00	
07/15/2015	720,000	1.920%	71,093.00	791,093.00	862,186.00
01/15/2016			64,181.00	64,181.00	
07/15/2016	730,000	2.250%	64,181.00	794,181.00	858,362.00
01/15/2017			55,968.50	55,968.50	
07/15/2017	745,000	2.530%	55,968.50	800,968.50	856,937.00
01/15/2018			46,544.25	46,544.25	
07/15/2018	765,000	2.840%	46,544.25	811,544.25	858,088.50
01/15/2019			35,681.25	35,681.25	
07/15/2019	790,000	3.130%	35,681.25	825,681.25	861,362.50
01/15/2020			23,317.75	23,317.75	
07/15/2020	815,000	3.370%	23,317.75	838,317.75	861,635.50
01/15/2021			9,585.00	9,585.00	
07/15/2021	540,000	3.550%	9,585.00	549,585.00	559,170.00
	7,240,000		1,074,693.28	8,314,693.28	8,314,693.28

ESCROW REQUIREMENTS

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Period Ending	Interest	Principal Redeemed	Total
10/31/2011	107,177.78	7,000,000.00	7,107,177.78
	107,177.78	7,000,000.00	7,107,177.78

ESCROW DESCRIPTIONS

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate
Oct 1, 2011:					
SLGS	Certificate	10/31/2011	10/31/2011	7,107,177	
				7,107,177	

SLGS Summary

SLGS Rates File 22AUG11
Total Certificates of Indebtedness 7,107,177.00

ESCROW COST

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	10/31/2011	7,107,177		7,107,177.00
		7,107,177		7,107,177.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
10/01/2011	7,107,177	0.78	7,107,177.78
	7,107,177	0.78	7,107,177.78

ESCROW CASH FLOW

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Date	Principal	Net Escrow Receipts	Present Value to 10/01/2011 @ 0.00000000%
10/31/2011	7,107,177.00	7,107,177.00	7,107,177.00
	7,107,177.00	7,107,177.00	7,107,177.00

Escrow Cost Summary

Purchase date	10/01/2011
Purchase cost of securities	7,107,177.00
	<hr/>
Target for yield calculation	7,107,177.00

ESCROW SUFFICIENCY

Jersey City Municipal Utilities Authority
Sewer Revenue Refunding Bonds, Series 2011

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
10/01/2011		0.78	0.78	0.78
10/31/2011	7,107,177.78	7,107,177.00	-0.78	
	7,107,177.78	7,107,177.78	0.00	

SOURCES AND USES OF FUNDS

Jersey City Municipal Utilities Authority
Water and Sewer Revenue Bonds Series 2011

Dated Date 10/01/2011
Delivery Date 10/01/2011

Sources:	Water Revenue Bonds Series 2011	Sewer Revenue Bonds Series 2011	Total
Bond Proceeds:			
Par Amount	8,735,000.00	20,440,000.00	29,175,000.00
	8,735,000.00	20,440,000.00	29,175,000.00
Uses:	Water Revenue Bonds Series 2011	Sewer Revenue Bonds Series 2011	Total
Project Fund Deposits:			
Refunding of Outstanding Notes	1,500,000.00	7,200,000.00	8,700,000.00
Construction Fund	6,400,000.00	11,300,000.00	17,700,000.00
	7,900,000.00	18,500,000.00	26,400,000.00
Other Fund Deposits:			
Debt Service Reserve Fund	703,182.50	1,641,490.50	2,344,673.00
Delivery Date Expenses:			
Cost of Issuance	74,850.04	175,149.96	250,000.00
Underwriter's Discount	52,410.00	122,640.00	175,050.00
	127,260.04	297,789.96	425,050.00
Other Uses of Funds:			
Additional Proceeds	4,557.46	719.54	5,277.00
	8,735,000.00	20,440,000.00	29,175,000.00

BOND SUMMARY STATISTICS

Jersey City Municipal Utilities Authority
Water and Sewer Revenue Bonds Series 2011

Dated Date	10/01/2011
Delivery Date	10/01/2011
Last Maturity	10/01/2031
Arbitrage Yield	4.107199%
True Interest Cost (TIC)	4.170774%
Net Interest Cost (NIC)	4.284346%
All-In TIC	4.262491%
Average Coupon	4.167494%
Average Life (years)	12.468
Duration of Issue (years)	9.653
Par Amount	29,175,000.00
Bond Proceeds	29,175,000.00
Total Interest	15,159,258.00
Net Interest	15,334,308.00
Total Debt Service	44,334,258.00
Maximum Annual Debt Service	2,343,295.00
Average Annual Debt Service	2,216,712.90
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	99.400000

Bond Component	Par Value	Price	Average Coupon	Average Life
2011 Sewer Bonds	20,440,000.00	100.000	4.167%	12.465
2011 Water Bonds	8,735,000.00	100.000	4.169%	12.476
	29,175,000.00			12.468

	TIC	All-In TIC	Arbitrage Yield
Par Value	29,175,000.00	29,175,000.00	29,175,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-175,050.00	-175,050.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	28,999,950.00	28,749,950.00	29,175,000.00
Target Date	10/01/2011	10/01/2011	10/01/2011
Yield	4.170774%	4.262491%	4.107199%

BOND PRICING

Jersey City Municipal Utilities Authority
Water and Sewer Revenue Bonds Series 2011

Bond Component	Maturity Date	Amount	Rate	Yield	Price
2011 Water Bonds:					
	10/01/2014	370,000	1.780%	1.780%	100.000
	10/01/2015	375,000	1.920%	1.920%	100.000
	10/01/2016	385,000	2.250%	2.250%	100.000
	10/01/2017	390,000	2.530%	2.530%	100.000
	10/01/2018	400,000	2.840%	2.840%	100.000
	10/01/2019	415,000	3.130%	3.130%	100.000
	10/01/2020	425,000	3.370%	3.370%	100.000
	10/01/2021	440,000	3.550%	3.550%	100.000
	10/01/2022	455,000	3.750%	3.750%	100.000
	10/01/2023	475,000	3.950%	3.950%	100.000
	10/01/2024	490,000	4.110%	4.110%	100.000
	10/01/2025	515,000	4.240%	4.240%	100.000
	10/01/2026	535,000	4.360%	4.360%	100.000
	10/01/2027	560,000	4.470%	4.470%	100.000
	10/01/2028	585,000	4.570%	4.570%	100.000
	10/01/2029	610,000	4.660%	4.660%	100.000
	10/01/2030	640,000	4.750%	4.750%	100.000
	10/01/2031	670,000	4.840%	4.840%	100.000
		<u>8,735,000</u>			
2011 Sewer Bonds:					
	10/01/2014	865,000	1.780%	1.780%	100.000
	10/01/2015	880,000	1.920%	1.920%	100.000
	10/01/2016	900,000	2.250%	2.250%	100.000
	10/01/2017	920,000	2.530%	2.530%	100.000
	10/01/2018	940,000	2.840%	2.840%	100.000
	10/01/2019	970,000	3.130%	3.130%	100.000
	10/01/2020	1,000,000	3.370%	3.370%	100.000
	10/01/2021	1,030,000	3.550%	3.550%	100.000
	10/01/2022	1,070,000	3.750%	3.750%	100.000
	10/01/2023	1,110,000	3.950%	3.950%	100.000
	10/01/2024	1,155,000	4.110%	4.110%	100.000
	10/01/2025	1,200,000	4.240%	4.240%	100.000
	10/01/2026	1,250,000	4.360%	4.360%	100.000
	10/01/2027	1,305,000	4.470%	4.470%	100.000
	10/01/2028	1,365,000	4.570%	4.570%	100.000
	10/01/2029	1,425,000	4.660%	4.660%	100.000
	10/01/2030	1,490,000	4.750%	4.750%	100.000
	10/01/2031	1,565,000	4.840%	4.840%	100.000
		<u>20,440,000</u>			
		29,175,000			

BOND PRICING

Jersey City Municipal Utilities Authority
Water and Sewer Revenue Bonds Series 2011

Dated Date	10/01/2011	
Delivery Date	10/01/2011	
First Coupon	04/01/2012	
Par Amount	29,175,000.00	
Original Issue Discount		
Production	29,175,000.00	100.000000%
Underwriter's Discount	-175,050.00	-0.600000%
Purchase Price	28,999,950.00	99.400000%
Accrued Interest		
Net Proceeds	28,999,950.00	

BOND DEBT SERVICE

Jersey City Municipal Utilities Authority
Water and Sewer Revenue Bonds Series 2011

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2012			552,177.75	552,177.75	
10/01/2012			552,177.75	552,177.75	1,104,355.50
04/01/2013			552,177.75	552,177.75	
10/01/2013			552,177.75	552,177.75	1,104,355.50
04/01/2014			552,177.75	552,177.75	
10/01/2014	1,235,000	1.780%	552,177.75	1,787,177.75	2,339,355.50
04/01/2015			541,186.25	541,186.25	
10/01/2015	1,255,000	1.920%	541,186.25	1,796,186.25	2,337,372.50
04/01/2016			529,138.25	529,138.25	
10/01/2016	1,285,000	2.250%	529,138.25	1,814,138.25	2,343,276.50
04/01/2017			514,682.00	514,682.00	
10/01/2017	1,310,000	2.530%	514,682.00	1,824,682.00	2,339,364.00
04/01/2018			498,110.50	498,110.50	
10/01/2018	1,340,000	2.840%	498,110.50	1,838,110.50	2,336,221.00
04/01/2019			479,082.50	479,082.50	
10/01/2019	1,385,000	3.130%	479,082.50	1,864,082.50	2,343,165.00
04/01/2020			457,407.25	457,407.25	
10/01/2020	1,425,000	3.370%	457,407.25	1,882,407.25	2,339,814.50
04/01/2021			433,396.00	433,396.00	
10/01/2021	1,470,000	3.550%	433,396.00	1,903,396.00	2,336,792.00
04/01/2022			407,303.50	407,303.50	
10/01/2022	1,525,000	3.750%	407,303.50	1,932,303.50	2,339,607.00
04/01/2023			378,709.75	378,709.75	
10/01/2023	1,585,000	3.950%	378,709.75	1,963,709.75	2,342,419.50
04/01/2024			347,406.00	347,406.00	
10/01/2024	1,645,000	4.110%	347,406.00	1,992,406.00	2,339,812.00
04/01/2025			313,601.25	313,601.25	
10/01/2025	1,715,000	4.240%	313,601.25	2,028,601.25	2,342,202.50
04/01/2026			277,243.25	277,243.25	
10/01/2026	1,785,000	4.360%	277,243.25	2,062,243.25	2,339,486.50
04/01/2027			238,330.25	238,330.25	
10/01/2027	1,865,000	4.470%	238,330.25	2,103,330.25	2,341,660.50
04/01/2028			196,647.50	196,647.50	
10/01/2028	1,950,000	4.570%	196,647.50	2,146,647.50	2,343,295.00
04/01/2029			152,090.00	152,090.00	
10/01/2029	2,035,000	4.660%	152,090.00	2,187,090.00	2,339,180.00
04/01/2030			104,674.50	104,674.50	
10/01/2030	2,130,000	4.750%	104,674.50	2,234,674.50	2,339,349.00
04/01/2031			54,087.00	54,087.00	
10/01/2031	2,235,000	4.840%	54,087.00	2,289,087.00	2,343,174.00
	29,175,000		15,159,258.00	44,334,258.00	44,334,258.00

BOND DEBT SERVICE

Jersey City Municipal Utilities Authority
Water Revenue Bonds Series 2011

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2012			165,377.00	165,377.00	
10/01/2012			165,377.00	165,377.00	330,754.00
04/01/2013			165,377.00	165,377.00	
10/01/2013			165,377.00	165,377.00	330,754.00
04/01/2014			165,377.00	165,377.00	
10/01/2014	370,000	1.780%	165,377.00	535,377.00	700,754.00
04/01/2015			162,084.00	162,084.00	
10/01/2015	375,000	1.920%	162,084.00	537,084.00	699,168.00
04/01/2016			158,484.00	158,484.00	
10/01/2016	385,000	2.250%	158,484.00	543,484.00	701,968.00
04/01/2017			154,152.75	154,152.75	
10/01/2017	390,000	2.530%	154,152.75	544,152.75	698,305.50
04/01/2018			149,219.25	149,219.25	
10/01/2018	400,000	2.840%	149,219.25	549,219.25	698,438.50
04/01/2019			143,539.25	143,539.25	
10/01/2019	415,000	3.130%	143,539.25	558,539.25	702,078.50
04/01/2020			137,044.50	137,044.50	
10/01/2020	425,000	3.370%	137,044.50	562,044.50	699,089.00
04/01/2021			129,883.25	129,883.25	
10/01/2021	440,000	3.550%	129,883.25	569,883.25	699,766.50
04/01/2022			122,073.25	122,073.25	
10/01/2022	455,000	3.750%	122,073.25	577,073.25	699,146.50
04/01/2023			113,542.00	113,542.00	
10/01/2023	475,000	3.950%	113,542.00	588,542.00	702,084.00
04/01/2024			104,160.75	104,160.75	
10/01/2024	490,000	4.110%	104,160.75	594,160.75	698,321.50
04/01/2025			94,091.25	94,091.25	
10/01/2025	515,000	4.240%	94,091.25	609,091.25	703,182.50
04/01/2026			83,173.25	83,173.25	
10/01/2026	535,000	4.360%	83,173.25	618,173.25	701,346.50
04/01/2027			71,510.25	71,510.25	
10/01/2027	560,000	4.470%	71,510.25	631,510.25	703,020.50
04/01/2028			58,994.25	58,994.25	
10/01/2028	585,000	4.570%	58,994.25	643,994.25	702,988.50
04/01/2029			45,627.00	45,627.00	
10/01/2029	610,000	4.660%	45,627.00	655,627.00	701,254.00
04/01/2030			31,414.00	31,414.00	
10/01/2030	640,000	4.750%	31,414.00	671,414.00	702,828.00
04/01/2031			16,214.00	16,214.00	
10/01/2031	670,000	4.840%	16,214.00	686,214.00	702,428.00
	8,735,000		4,542,676.00	13,277,676.00	13,277,676.00

BOND DEBT SERVICE

Jersey City Municipal Utilities Authority
Sewer Revenue Bonds Series 2011

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2012			386,800.75	386,800.75	
10/01/2012			386,800.75	386,800.75	773,601.50
04/01/2013			386,800.75	386,800.75	
10/01/2013			386,800.75	386,800.75	773,601.50
04/01/2014			386,800.75	386,800.75	
10/01/2014	865,000	1.780%	386,800.75	1,251,800.75	1,638,601.50
04/01/2015			379,102.25	379,102.25	
10/01/2015	880,000	1.920%	379,102.25	1,259,102.25	1,638,204.50
04/01/2016			370,654.25	370,654.25	
10/01/2016	900,000	2.250%	370,654.25	1,270,654.25	1,641,308.50
04/01/2017			360,529.25	360,529.25	
10/01/2017	920,000	2.530%	360,529.25	1,280,529.25	1,641,058.50
04/01/2018			348,891.25	348,891.25	
10/01/2018	940,000	2.840%	348,891.25	1,288,891.25	1,637,782.50
04/01/2019			335,543.25	335,543.25	
10/01/2019	970,000	3.130%	335,543.25	1,305,543.25	1,641,086.50
04/01/2020			320,362.75	320,362.75	
10/01/2020	1,000,000	3.370%	320,362.75	1,320,362.75	1,640,725.50
04/01/2021			303,512.75	303,512.75	
10/01/2021	1,030,000	3.550%	303,512.75	1,333,512.75	1,637,025.50
04/01/2022			285,230.25	285,230.25	
10/01/2022	1,070,000	3.750%	285,230.25	1,355,230.25	1,640,460.50
04/01/2023			265,167.75	265,167.75	
10/01/2023	1,110,000	3.950%	265,167.75	1,375,167.75	1,640,335.50
04/01/2024			243,245.25	243,245.25	
10/01/2024	1,155,000	4.110%	243,245.25	1,398,245.25	1,641,490.50
04/01/2025			219,510.00	219,510.00	
10/01/2025	1,200,000	4.240%	219,510.00	1,419,510.00	1,639,020.00
04/01/2026			194,070.00	194,070.00	
10/01/2026	1,250,000	4.360%	194,070.00	1,444,070.00	1,638,140.00
04/01/2027			166,820.00	166,820.00	
10/01/2027	1,305,000	4.470%	166,820.00	1,471,820.00	1,638,640.00
04/01/2028			137,653.25	137,653.25	
10/01/2028	1,365,000	4.570%	137,653.25	1,502,653.25	1,640,306.50
04/01/2029			106,463.00	106,463.00	
10/01/2029	1,425,000	4.660%	106,463.00	1,531,463.00	1,637,926.00
04/01/2030			73,260.50	73,260.50	
10/01/2030	1,490,000	4.750%	73,260.50	1,563,260.50	1,636,521.00
04/01/2031			37,873.00	37,873.00	
10/01/2031	1,565,000	4.840%	37,873.00	1,602,873.00	1,640,746.00
	20,440,000		10,616,582.00	31,056,582.00	31,056,582.00

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

City Clerk File No. Res. 11-675

Agenda No. 10.W

Approved: SEP 27 2011

TITLE:



RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE VARIOUS POLICE AND SCHOOL CROSSING GUARD SERVICES TO THE JERSEY CITY PUBLIC SCHOOLS

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

WHEREAS, the Jersey City Public Schools (School District) requires various police (Truancy Task Force, Gang Awareness and officer details in various schools) and crossing guard services to help ensure the safety of students attending the City of Jersey City (City) public schools; and

WHEREAS, the School District agrees to pay the City the sum of \$4,286,899.99 in exchange for providing police and crossing guard services during the September 2011 through June 2012 school year; and

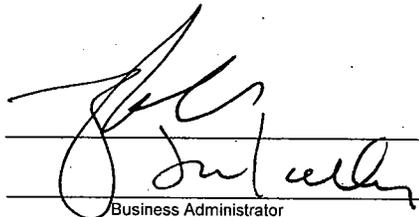
WHEREAS, the City and the School District desire to enter into a Shared Services Agreement for the City to provide the School District with police and crossing guard services; and

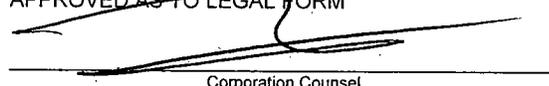
WHEREAS, the term of the Shared Services Agreement shall be effective as of September 1, 2011 and shall expire on June 30, 2012.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Shared Services Agreement with the Board of Education of the School District of Jersey City for providing the School District with police and crossing guard services subject to the following minimum terms and conditions:
 - a. The term of the Agreement shall be effective as of September 1, 2011 and shall end on June 30, 2012.
 - b. The School District shall pay the City the sum of \$4,286,899.99 in exchange for providing these services;
2. The Shared Services Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deems necessary or appropriate; and
3. A copy of the Shared Services Agreement shall be filed with the New Jersey Division of Local Government Services and copies shall be available for inspection at the Office of the City Clerk.

RR
9-19-11

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

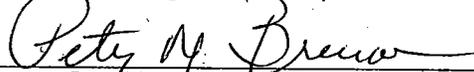
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

AGREEMENT

This Agreement made the _____ day of _____, 2011 between the **CITY OF JERSEY CITY** ("Jersey City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the **JERSEY CITY PUBLIC SCHOOLS**, ("School District"), a public corporation of the State of New Jersey, with offices at 346 Claremont Avenue, Jersey City, NJ 07305.

Recitals

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

WHEREAS, the Jersey City Public Schools (School District) requires various police and crossing guard services to help ensure the safety of students attending the City of Jersey City (City) public schools; and

WHEREAS, the School District agrees to pay the City the sum of \$4,286,899.99 in exchange for providing police and crossing guard services during the September 2011 through June 2012 school year; and

WHEREAS, the City and the School District desire to enter into a Shared Services Agreement for the City to provide the School District with police and crossing guard services; and

WHEREAS, the term of the Shared Services Agreement shall be effective as of September 1, 2011 and shall expire on June 30, 2012.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Article 1 **Purpose of Agreement**

The purpose of this Agreement is for the City to provide police and crossing guard services to the School District. For purposes of this Agreement, the terms "City" and "Jersey City Police Department" are used interchangeably.

Article 2
Scope of Services

1. The City shall provide services for a gang awareness program currently known as "G.R.E.A.T." to the School District, which is used to educate students.
2. G.R.E.A.T. Officers will meet with district personnel to review/modify curriculum and develop a schedule to deliver the program.
3. The City shall provide 2 full-time police officers at each of the following locations to provide security services during regular school days from 7:45 a.m. to 3:15 p.m. in Dickinson H.S., Ferris H.S., Lincoln, H.S. and Snyder H.S. and one officer for the Dr. Epps Freshman Academy (9 total).
4. The City, in the event any police officer is absent, will provide a substitute for that officer no later than 8:15 a.m.
5. The City shall provide one Police Sergeant on a full time basis to coordinate all GREAT instruction and address all security concerns from the BOE. The City also agrees to assign 13 Police Officers to the school system as mutually agreed upon. Two will work with the BOE on the Truancy Task Force. The assignments and responsibilities of the remaining officers will be at the discretion of the BOE and the City.
6. The City shall provide for special night and weekend police patrols to be conducted at schools designated by the School District. The time and frequency of such patrols shall be mutually agreed upon by the City and the School District.
7. The City will provide school traffic guards to cover the 179 crossings (posts) as determined by the city. The City further agrees that in the event that any designated crossing is not covered by one of the crossing guards, the crossing will be covered by the JCPD.

Article 3
Term of Agreement

The term of this Agreement shall be ten (10) months effective as of September 1, 2011 and ending June 30, 2012.

Article 4
Compensation and Payment

1. As compensation for providing these services, the School District agrees to pay the City a fixed fee of \$4,286,899.99. Payment will be made by June 30th of each year.

Article 5
Contractual Relationship

1. In performing the services under this Agreement, City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the School District. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional police practices to assure that all services are adequate and appropriate for the purposes intended.

Article 6
Arbitration

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

Article 7
Assignment

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

Article 8
Choice of Law

This Agreement shall be deemed to have made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

Article 9
Modification

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

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the School District. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

Article 11
Counter-Parts

This Agreement shall be executed in four (4) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

Article 12
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

Article 13
Severability

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

Article 14
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 15
Non-Discrimination

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, religion, sex age or national origin and affirmative action will be taken to insure that applicants are employed without regard to their race, color, religion, sex age or national origin. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, religion, sex, age or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Article 16
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

**City of Jersey City
Business Administrator
City Hall-280 Grove Street
Jersey City, NJ 07302**

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

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

John Kelly
Business Administrator

WITNESS:

STATE-OPERATED SCHOOL DISTRICT

Dr. Charles T. Epps, Jr.
State District Superintendent

RR
9-19-11

Agenda Item Details

Meeting Aug 30, 2011 - Regular Meeting, 6 p.m.
Category 10. Finance
Subject 10.35 Approval of Shared Services Agreement with City of Jersey City
Type Action (Consent)

WHEREAS, the Jersey City Public School District has a need to continue the security efforts in our schools with such initiatives as the Truancy Task Force, Gang Awareness Initiatives and the GREAT Program, as well as selected assignment of dedicated officers at various schools. In order to provide a safe, secure environment for our children on their way to and from schools, the District recognizes the need for school crossing guards; now therefore

BE IT RESOLVED, that the Jersey City Board of Education, upon the recommendation of the Superintendent of Schools and Business Administrator, authorizes entering into a shared services agreement with the City of Jersey City in the amount of \$4,286,899.99 for the 2010-11 school year.

Originator: Melissa Simmons, Business Administrator/Board Secretary

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

City Clerk File No. Res. 11-676

Agenda No. 10.X

Approved: SEP 27 2011

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH
MID ATLANTIC RESCUE SYSTEMS FOR THE PURPOSE OF
VEHICLE EXTRICATION RESCUE EQUIPMENT



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION

WHEREAS, the city has a need to equip the Department of Fire and Emergency Services with vehicle extrication and rescue equipment

WHEREAS, the City has a need to acquire these services pursuant to the Statutorily permitted provisions of N.J.S.A. 19:44 A-20.5 et seq; and

WHEREAS, the OEM Coordinator has determined and certified in writing that the value of the contract will exceed \$ 17,500.00; and

WHEREAS, Mid Atlantic Rescue Systems submitted a proposal judged to best meet the City's needs; and

WHEREAS, Mid Atlantic Rescue Systems has agreed to provide and deliver products and services in the manner specified by the City; and

WHEREAS, the purchasing agent can informally solicit quotes because it is below \$36,000; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq. Mid Atlantic Rescue Systems has completed and submitted a Business Entity Disclosure Certification which certifies that Mid Atlantic Rescue Systems has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and the contract will prohibit the Mid Atlantic Rescue Systems from making any reportable contributions through the term of the contract; and

WHEREAS, Mid Atlantic Rescue Systems has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, pursuant to Jersey City Ordinance 08-128 Mid Atlantic Rescue Systems has certified that he has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit the Mid Atlantic Rescue Systems from making any reportable contributions through the term of the contract; and

City Clerk File No. Res. 11-676

Agenda No. 10.X SEP 27 2011

TITLE: WHEREAS, the City's Purchasing Agent has certified that he considers and proposal to be fair and reasonable; and

WHEREAS, this award of contract is contingent upon sufficient funds being appropriated in the FY2011 temporary and permanent budgets in the following account:

Department/Division
Acct No:02-213-41-172-210 \$ 31,716.20

RESOLUTION AUTHORIZING AN AGREEMENT WITH MID ATLANTIC RESCUE SYSTEMS FOR THE PURPOSE OF VEHICLE EXTRICATION RESCUE EQUIPMENT

WHEREAS, the remaining contract funds will be made available in the CY 2011 temporary and permanent budgets;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Mid Atlantic Rescue Systems be accepted and that a contract be awarded to said company in the above amount, and the City's purchasing Agent is directed to have such a contract drawn up and executed; and be it further

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

RESOLVED, this contract awarded pursuant to the statutorily permitted provisions of the N.J.S.A. 19:44A-20.4 et seq (the "Pay to Play law"); and be it further

RESOLVED, if funds are not available for the contract in the FY2011 temporary and permanent budgets, the contracts will be terminated.

Donna Mauer, Chief Financial Officer, certify that the funds in the amount of \$ 31,716.20 are available in account 02-213-41-172-210

PO # 104272

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

[Signature] Corporation Counsel

Certification Required []

Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include SOTTOLANO, DONNELLY, LOPEZ, GAUGHAN, FULOP, RICHARDSON, AHMAD, VELAZQUEZ, BRENNAN, PRES.

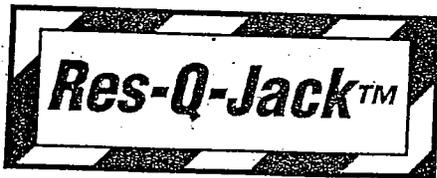
✓ Indicates Vote

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



The Foundation for Extrication

Res-Q-Jack, Inc.
Cepco Tool Company
133 Philo Road West
Elmira, NY 14903
Phone: 607-739-1209
Fax: 607-739-4583
Sales: 800-466-9626

June 13, 2011

To Whom It May Concern:

Res-Q-Jack, Inc. is the sole manufacturer of the patented Vehicle Stabilization System "METHOD AND APPARATUS FOR BUTTRESS STABILIZATION" granted by the United States Government Patent and Trademark Office pursuant to Patent Number 6,722,984 dated August 10, 2004. No other company or individual has been licensed to manufacture an identical or similar system. In service training is provided by the company and/or company dealer at the customer location or other suitable location. Mid Atlantic Rescue is our sole supplier for the state of New Jersey.

If you have any additional questions, do not hesitate to contact me.

All the best,

Tammi Northrop

Res-Q-Jack Inc.
National Sales & Marketing Manager

Vehicle Stabilization & Multi Purpose Rescue Equipment
www.res-q-jack.com

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name
Mid Atlantic Rescue Systems

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
7907 Hawthorne Drive

City, state, and ZIP code
Frederick MD 21702

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

2085108331011

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person **[Signature]** Date **7/6/11**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)

VENDOR NAME:

Mid Atlantic Rescue Systems FEIN/SS# 20-5083301

MAKE P.O. VOUCHERS PAYABLE TO:

CITY: Frederick STATE: MD ZIP: 21702
TEL # (301) 682-9681 FAX # (301) 460-8648 EMAIL: rescue3342@yahoo.com

MAKE CHECK/S PAYABLE TO:

CITY: Frederick STATE: MD ZIP: 21702
TEL # (301) 682-9681 FAX # (301) 460-8648 EMAIL: rescue3342@yahoo.com

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:

Vehicle stabilization equipment for
Fire Dept.

CITY EMPLOYEE?
 YES NO

MINORITY VENDOR? YES NO

REQUIRED FORM 1099?
 YES NO

TYPE/CATEGORY: WBE Woman Owned Business

NON-PROFIT? YES (include Non-Profit Certification)
 NO

VENDOR'S CONTACT/AUTHORIZED PERSON:

Jennifer Lynch EMAIL: rescue3342@yahoo.com

SIGNATURE OF CONTACT/AUTHORIZED PERSON:

Jennifer Lynch

NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER

SIGNATURE OF EMPLOYEE:

PURCHASING DIVISION USE ONLY

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LYNCH, WILLIAM S
Trade Name: MID-ATLANTIC RESCUE SYSTEMS
Address: 7907 HAWTHOREN DR
FREDERICK, MD 21702
Certificate Number: 1108248
Effective Date: November 30, 2004
Date of Issuance: July 06, 2011

For Office Use Only:

20110706100341905

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2010** to **15-MAY-2017**

MID ATLANTIC RESCUE SYSTEMS
7907 HAWTHORNE DRIVE
FREDERICK MD 21702



Acting State Treasurer

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Mid Atlantic Rescue Systems (name of business entity) has not made any reportable contributions in the **one-year period preceding July 2011 (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 Mid Atlantic Rescue Systems (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.

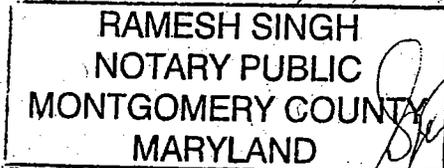
Name of Business Entity: Mid Atlantic Rescue Systems
Signed: Jennifer Lynch Title: President
Print Name: Jennifer Lynch Date: 6/29/11

Subscribed and sworn before me
this day 29 of June 2011.

(Affiant)

My Commission expires: 02/18/2014

(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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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
Jennifer Lynch 51%	2907 Hawthorne Dr Frederick MD 21702
William Lynch 49%	7907 Hawthorne Dr. Frederick MD 21702

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: Mid Atlantic Rescue Systems

Signed: Jennifer Lynch Title: President

Print Name: Jennifer Lynch Date: 6/29/11

Subscribed and sworn before me this 29 day of JUNE, 2011

My Commission expires: 02/18/2014

(Affiant)

(Print name & title of affiant) (Corporate Seal)

RAMESH SINGH
 NOTARY PUBLIC
 MONTGOMERY COUNTY
 MARYLAND

[Signature]

**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 MidAtlantic Rescue Systems (name of business entity) has not made any reportable contributions in the **one-year period preceding July 2011 (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 MidAtlantic Rescue Systems (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: MidAtlantic Rescue Systems

Signed Jennifer Lynch Title: President

Print Name Jennifer Lynch Date: 6/29/11

Subscribed and sworn before me
this 29 day of JUNE 2011.

My Commission expires: 02/18/2014

(Affiant)

(Print name & title of affiant) (Corporate Seal)

**RAMESH SINGH
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND**

[Signature]
02/18/2014

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

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

The contractor and the President of MidAtlantic Rescue Systems (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. 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.

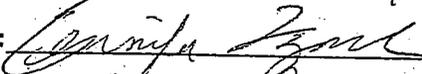
Representative's Name/Title (Print): Jennifer Lynch / President
Representative's Signature: Jennifer Lynch
Name of Company: MidAtlantic Rescue Systems
Tel. No. (301) 652-9651 Date: 6/29/11

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

EXHIBIT A
N.J.S.A. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jennifer Lynch, President

Representative's Signature: 

Name of Company: Mid Atlantic Rescue Systems

Tel. No.: (301) 652-9681 Date: 6/29/11

**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: Mid Atlantic Rescue Systems
Address: 7907 Hawthorne Drive, Frederick, MD 21702
Telephone No. : (301) 682-9681
Contact Name: Jennifer Lynch, President

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**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: Mid Atlantic Rescue Systems
Address: 7907 Hawthorne Drive, Frederick MD 21702
Telephone No.: (301) 682-9681
Contact Name: Jennifer Lynch, President

Please check applicable category:

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input checked="" type="checkbox"/> Woman Owned business (WBE) | <input 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:

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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/AFFIRMATIVE ACTION

**City of Jersey City
Department of Fire and Emergency Services**

Certification of W. Greg Kierce

W. Greg Kierce hereby certifies as follows:

1. I am the Director of the City of Jersey City Department of Emergency Management & Homeland Security.
2. Resolution 10-814 approved on December 15, 2010 accepted the Urban Areas Security Initiative (UASI) in which federal funding was awarded to purchase vehicle extrication rescue equipment.
3. The value of this contract will exceed \$17,500.00
4. It is impracticable to solicit informal quotes because Mid Atlantic Rescue Systems is the sole supplier for the State of New Jersey.
5. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 9/22/11



W. Greg Kierce, Director
Dept. of Emergency Management &
Homeland Security



The Foundation for Extrication

Res-Q-Jack, Inc.
Cepco Tool Company
133 Philo Road West
Elmira, NY 14903
Phone: 607-739-1209
Fax: 607-739-4583
Sales: 800-466-9626

June 13, 2011

To Whom It May Concern:

Res-Q-Jack, Inc. is the sole manufacturer of the patented Vehicle Stabilization System "METHOD AND APPARATUS FOR BUTTRESS STABILIZATION" granted by the United States Government Patent and Trademark Office pursuant to Patent Number 6,722,984 dated August 10, 2004. No other company or individual has been licensed to manufacture an identical or similar system. In service training is provided by the company and/or company dealer at the customer location or other suitable location. Mid Atlantic Rescue is our sole supplier for the state of New Jersey.

If you have any additional questions, do not hesitate to contact me.

All the best,

Tammi Northrop

Res-Q-Jack Inc.
National Sales & Marketing Manager

Vehicle Stabilization & Multi Purpose Rescue Equipment
www.res-q-jack.com

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

City Clerk File No. Res. 11-678
 Agenda No. 10.Y
 Approved: SEP 27 2011



**Resolution Supporting the Efforts of
 the Communipaw Avenue Block Association and
 Honoring the "Lafayette Legends"**

WHEREAS, Communipaw Avenue Block Association (CABA), established in 2000 as a community based N.J. non-profit 501(c)(3) organization, is dedicated to restoring the Lafayette area of Jersey City to a clean, healthy, safe and drug-free environment. CABA envisions Lafayette with tree-lined streets, beautiful parks and gardens, renovated housing and a better quality of life for all; and

WHEREAS, CABA has organized the Pennies for the Park Program which is dedicated to raising funds to beautify Reverend Dr. Ercel F. Webb Park and developing the Glenn D. Cunningham History Trail. The History Trail starts at the main entrance to Webb Park at the intersection of Lafayette and Van Home Streets; and

WHEREAS, named in honor of the late Mayor and Honorable State Senator Glenn D. Cunningham, Jersey City's first African-American mayor, the History Trail will include renderings and information about "Lafayette Legends" who have contributed to the rich history of our city throughout the past 100 years; and

WHEREAS, on Saturday, September 24, 2011, the Glenn D. Cunningham History Trail/Pennies for Webb Park Fundraiser Concert will be held to honor Lafayette Legends Reverend Dr. Ercel F. Webb, the park's namesake and the Honorable Glenn D. Cunningham; and

WHEREAS, the following "Lafayette Legends" will also be honored for their contributions to their community:

- | | | | |
|---|--|--|---|
| Chief Lopowinsa
Washington Irving
Erminnie Smith
A. Harry Moore
Archibald A. Campbell
Bishop Grady Dale
Deacon Joseph J. Del Monte
Herbert A. Jackson
Henry Hudson
Dr. George E. Cannon
Dr. Lena Edwards
Otto WittPenn
Rev. Dr. William S. Smith
Bishop Henry D. Mays, Sr. | Spalding Settle, Sr.
Ethel M. Haynes
James "Pop" Curry
Cornelius R. Parker
Kabili Tayari
Daisy Fearing
Eliza Wright
Edna Allen St. Paul
Sister Mary Lou Hayden
Sister Maeve McDermott
Anna Marie Padilla
Eliza Wright
Viola Richardson
Melissa Holloway | Joel Harrison
N. Beatrice Worthy
Jacques d'Amboise
Ben Jones
Cheryl D. B. Murphy
Frank Bosco
Ali Blake
Dr. Charles T. Epps, Jr.
June Jones
Willie Flood
Joseph A. Webb
John A. Donald, Sr.
Ulious C. Fluellen
Dr. Clarence Wright | Jerry Walker
John Jayme
Raymond Brown, Esq.
Jeremiah S. Healy
Daniel McNamara
Jersey City Fire Dept Engine Co.#10
Dr. Clifford Waldman
Dr. Frances O. Bowen Thompson
Rev. Randolph D. Johnson, D.D.
Dr. Jeannette A. Williams
Bobby Jackson
Sandra Bolden Cunningham
Crystal L. Jones
Allen Nile Dunbar, Sr. |
|---|--|--|---|

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby support the efforts of the Communipaw Avenue Block Association who continuously works to improve their community. We extend our recognition and greatest sense of appreciation for their dedication to open space.

BE IT FURTHER RESOLVED that the Municipal Council does hereby honor the Lafayette Legends who helped shape the rich history of Jersey City and who serve as an inspiration to all.

G:\WPDOCS\TOLONDA\RESOS\MISC\Communipaw Avenue Block Association Lafayette History Tour Concert.wpd

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

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-679
 Agenda No. 10.Z
 Approved: SEP 27 2011
 TITLE:



Resolution Honoring Joseph A. Harmon

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

WHEREAS, Reverend Joseph A. Harmon was born in Philadelphia, Pennsylvania; and

WHEREAS, Reverend Joseph A. Harmon is the Priest-in-Charge of Church of the Incarnation in Jersey City, New Jersey. In the past he has served as Rector of parishes in: Elizabeth, NJ; Detroit, MI; White Plains, NY; and Chicago, IL. He was Canon Missioner at the Cathedral of All Saints in Albany, NY and served as Chaplain and faculty member at Kent School in Kent, CT. Reverend Harmon also served as a parochial school teacher at several Roman Catholic schools and Dean of School at St. Gregory Episcopal School in Chicago; and

WHEREAS, Reverend Joseph A. Harmon is a Vice-President of the Jersey City Episcopal Community Development Corporation and a member of the Canterbury Board of Christ Episcopal Hospital. He is also the convener of the Jersey City Area Ministry. In the Diocese of Newark he serves on Diocesan Council, one of the top three governing bodies of the Diocese, where he is also a member of that body's Steering Committee as well as the Budget and Finance Committee of the Diocese. He is a member of the Diocesan Disciplinary Board (ecclesiastical court), the Committee on Constitution and Canons, as well as several other governing and policy bodies. He is a congregational consultant for churches around the Diocese and has been trained in mediation and conflict resolution; and

WHEREAS, Reverend Joseph A. Harmon was elected to represent the Diocese as the First Alternate Deputy to the Episcopal Church's national General Convention in 2012. He was president of the Episcopal Church's Church and City Conference, a national gathering of lay and clergy engaged in urban ministry. He has received advanced leadership training through the Episcopal Church's Clergy Leadership Project, Upward Bound, and Start Up Start Over. He has represented the Episcopal Church as a member of the Faith and Order Commission of the National Council of Churches of Christ and as a delegate to the Consultation on Church Union (CCU); and

WHEREAS, Reverend Joseph A. Harmon is a graduate of Cornell University where he earned a Bachelor's Degree. He furthered his education and earned a Master of Divinity Degree from The General Theological Seminary and the Juris Doctor Degree from Widener University School of Law. In law school he served on the Law Review, the Widener Journal of Public Law, and was a member of the Moot Court Honor Society. During the summer of 2000, Father Harmon served as a judicial clerk intern to the Honorable Doris A. Smith-Ribner, Judge of the Commonwealth Court of Pennsylvania and later worked as an Associate Attorney in the Harrisburg law offices of Kirkpatrick and Lockhart, LLP (now K&L Gates, LLP); and

WHEREAS, on Sunday, September 25, 2011, Church of the Incarnation will host a farewell celebration to honor the Reverend Joseph A. Harmon as he ends his ministry.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Reverend Joseph A. Harmon, a dedicated spiritual leader on the occasion of his retirement. We applaud his longstanding ministry and community service and wish him continued health and happiness.

G:\WPDOCS\TOLONDA\RESOS\COURCHES\Reverend Joseph A. Harmon.wpd

APPROVED: _____
 APPROVED: *John Kelly*
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/27/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-680
 Agenda No. 10.Z.1
 Approved: SEP 27 2011



TITLE:

Resolution Honoring Allen Nile Dunbar, Sr., A LAFAYETTE LEGEND

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

WHEREAS, Allen Nile Dunbar, Sr. was born on April 16, 1945 in Jersey City, New Jersey and has remained a lifelong resident. He resided in the Marion Gardens Housing Complex before moving to the Lafayette Housing Complex in 1960; and

WHEREAS, Allen Nile Dunbar, Sr. created the Dunbar Leagues in basketball, baseball, football and track in 1960. The Leagues were based at the Jersey City Boys Club, Jersey City Department of Recreation and Lafayette Team Post. More than 1000 children participated in the Dunbar Leagues, many of whom are successful professionals today. While serving the children of the Lafayette Neighborhood, he also served as an umpire with the Industrial League, Black Tavern League, Latin American League and the Independent League; and

WHEREAS, Allen Nile Dunbar, Sr. emphasized love of education and community, pride, hard work, self-reliance, self-respect, respect for others and love of the Lord to children through sports. During these years, Allen worked as a machinist full-time and raised his own family. Mr. Dunbar has received more than 100 awards for his dedication to the community, including the James "Pop" Curry Community Service Award from Team Walker in 2000; and

WHEREAS, Allen Nile Dunbar, Sr. gives much of the credit for his community service and mentorship to his lovely wife, Lee Ethel, his "Queen." Allen and Lee Ethel often acted as surrogate parents to many children in the neighborhood. The couple has been married for 45 years and are the proud parents of three children; Edward Bazz Dunbar, Allen Dunbar, Jr. and Niece Dunbar. They are the loving grandparents of and eleven.

WHEREAS, on Saturday, September 24, 2011, the Glenn D. Cunningham History Trail/Pennies for Webb Park Fundraiser Concert will be held to honor Lafayette Legends. An induction ceremony will be held to honor Dunbar as a Lafayette Legend. A bronze plaque featuring his name and description of community service will be placed on the Glenn D. Cunningham History Trail in the Reverend Dr. Erceel F. Webb Park; and

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council does hereby honor Allen Nile Dunbar, Sr., a Lafayette Legend. We offer sincere appreciation for his many years of exemplary community service.

G:\WPDOCS\TOLONDA\RESOSHONORING\Allen Nile Dunbar.wpd

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

APPROVED AS TO LEGAL FORM _____

 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-681

Agenda No. 10.Z.2

Approved: SEP 27 2011

TITLE:



RESOLUTION TO ENTER INTO AN AGREEMENT WITH CONSULTANT MONTE ZUCKER TO PROVIDE VOLUNTEER SERVICES TOWARDS THE PROCESSING OF STREET OPENING AND CLOSING PERMITS AT THE DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION IN THE DEPARTMENT OF PUBLIC WORKS, AT NO COST TO THE CITY

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the CITY requires the services of a consultant to provide services to assist the Division of Engineering, Traffic and Transportation in the Department of Public Works on processing Street Opening and Closing Permits; and

WHEREAS, CONSULTANT was an employee with the City of Jersey City for over thirty years with many of those years working in the Division of Engineering, Traffic and Transportation in the Department of Public Works processing Street Opening and Closing Permits; and

WHEREAS, CONSULTANT has the skills and expertise necessary to process the Street Opening and Closing Permits for the Division of Engineering, Traffic and Transportation in the Department of Public Works; and

WHEREAS, CONSULTANT has retired from the City on June 1, 2011 and has offered to continue to provide such services to the Division of Engineering, Traffic and Transportation in the Department of Public Works on a voluntary basis, without any compensation or Benefits; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, formally approves the attached consultant's agreement with Monte Zucker for the above stated reasons; and

TITLE:

BE IT FURTHER RESOLVED, that the Mayor and/or Business Administrator, and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the subject Agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the consultant's agreement.

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

City Clerk

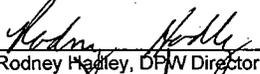
My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

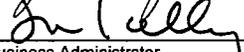
ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Jerramiah T. Healy, Mayor of Jersey City

Approved:  9/16/11
Chuck F. Lee, City Engineer

APPROVED:  9/19/11 APPROVED AS TO LEGAL FORM
Rodney Healey, DPW Director

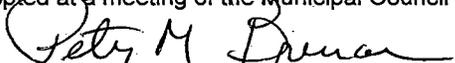
APPROVED:  _____
Business Administrator Corporation Counsel

Certification Required
Not Required APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

AGREEMENT

Agreement made this day of , 2011 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and Monte Zucker, 24 Bentley Avenue, (hereinafter referred to as ("CONSULTANT")).

WHEREAS, the CITY requires the services of a consultant to provide services to assist the Division of Engineering, Traffic and Transportation in the Department of Public Works on processing Street Opening and Closing Permits; and

WHEREAS, CONSULTANT was an employee with the City of Jersey City for over thirty years with many of those years working in the Division of Engineering, Traffic and Transportation in the Department of Public Works processing Street Opening and Closing Permits; and

WHEREAS, CONSULTANT has the skills and expertise necessary to process the Street Opening and Closing Permits for the Division of Engineering, Traffic and Transportation in the Department of Public Works; and

WHEREAS, CONSULTANT has retired from the City on June 1, 2011 and has offered to continue to provide such services to the Division of Engineering, Traffic

and Transportation in the Department of Public Works on a voluntary basis, without any compensation or benefits; and

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

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with services towards processing Street Opening and Closing Permits at the Division of Engineering, Traffic and Transportation in the Department of Public Works on a voluntary basis, without any compensation; and

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required services necessary in the processing of Street Opening and Closing Permits as have been done when CONSULTANT was an employee with the CITY.
2. Such described services shall be performed during a period of one (1) year after execution of this Agreement.
3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those services CONSULTANT has provided to the

CITY when CONSULTANT was an employee with the CITY. Any modifications to such services by the CONSULTANT shall require the prior authorization from the Director of the Division of Engineering, Traffic and Transportation in the Department of Public Works.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and act as a volunteer to CITY. CONSULTANT shall perform the services as described above under the management of the Director of the Division of Engineering, Traffic and Transportation in the Department of Public Works.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. CONSULTANT shall operate and act as a volunteer to CITY; therefore, there shall be no Compensation for the services as described above.

ARTICLE V

Insurance

1. CONSULTANT shall be responsible for purchasing and maintaining his own insurance during the terms of this Contract to include items such as Comprehensive General Liability, Automobile, Workmen's Comp and Professional Liability Insurance.

ARTICLE VI

Suspension or Termination

1. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work immediately under this contract for a period of time, upon written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. Stoppage of work shall not give rise to any claim against the CITY for damages in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

2. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services and vacate the CITY premise immediately, and shall have no claim against CITY with respect thereto.

ARTICLE VII

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the

terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Division of Engineering, Traffic and Transportation in the Department of Public Works of the CITY or any claim or dispute covered by this Article.

ARTICLE VIII

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any CITY employee or the general public because of race, creed, color, or national origin.

ARTICLE IX

Indemnity

The CITY agrees to indemnify and hold harmless the CONSULTANT from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CONSULTANT for the duration of this Agreement.

ARTICLE X

Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT has neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

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

CITY OF JERSEY CITY

ATTEST:

JOHN KELLY
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

MONTE ZUCKER

BY: _____
CONSULTANT

APPROVED AS TO LEGAL FORM

Terri Kelly
Assistant Corporation Counsel

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

City Clerk File No. Res. 11-682

Agenda No. 10.Z.3

Approved: SEP 27 2011

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 3:00 P.M. SATURDAY, OCTOBER 15, 2011 AND ENDING 2:00 A.M. SUNDAY, OCTOBER 16, 2011 AT THE REQUEST OF THE NEWARK AVENUE CHAMBER OF COMMERCE FOR THE PURPOSE OF THE DIWALI MELA

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Newark Avenue Chamber of Commerce to close Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 3:00 p.m. Saturday, October 15, 2011 and ending 2:00 a.m. Sunday, October 16, 2011 for the purpose of the Diwali Mela; and

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

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

WHEREAS, the request to close Herbert Place; Liberty Avenue and Newark Avenue does not meet one or more of the requirements set forth in Section 296-71, 296-72(2) and 296-73(D) as the closing exceeds one block and the end times are outside the permitted limits; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 3:00 p.m. Saturday, October 15, 2011 and ending 2:00 a.m. Sunday, October 16, 2011.

APPROVED: *Stanley Murray for J.D.*
Director of Traffic & Transportation

APPROVED: *CLD 9/26/11*
Municipal Engineer

APPROVED: *John DeStatto*
Director, Dept. of Public Works

APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

JDS:pc1
(09.26.11)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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 closing of a municipal street(s), Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 3:00 p.m. Saturday, October 15, 2011 and ending 2:00 a.m. Sunday, October 16, 2011 at the request of the Newark Avenue Chamber of Commerce for the purpose of the Diwali Mela.

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Dave Bhavesh on behalf of the Newark Avenue Chamber of Commerce, 778 Newark Av., JCNJ 848.565.5282

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 3:00 p.m. Saturday, October 15, 2011 and ending 2:00 a.m. Sunday, October 16, 2011 at the request of the Newark Avenue Chamber of Congress

**4. Reasons (need) for the proposed program, project, et
Diwali Mela**

5. Anticipated benefits to the community:

Community Affair

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

No cost to the City.

7. Date proposed program or project will commence:

3:00 p.m. Saturday, October 15, 2011

8. Anticipated completion date:

2:00 a.m. Sunday, October 16, 2011

9. Person responsible for coordinating proposed program, project, etc.:

Stanley Huang, Assistant Municipal Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4470

10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

9/26/11
Date



Signature of Department Director

9/26/11
Date

RECREATIONAL EVENT STREET CLOSURE

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

PURPOSE OF EVENT: Diwali Mela

BEGINS: **3PM Saturday, October 15, 2011**
ENDS: **2AM Sunday, October 16, 2011**

APPLICANT: Dave Bhavesh

ORGANIZATION : Newark Av Jersey City Chamber of Commerce

ADDRESS: 778 Newark Av

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 848.565.5282

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

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

City Clerk File No. Res. 11-683

Agenda No. 10.Z.4

Approved: SEP 27 2011



TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH NEW JERSEY CITY UNIVERSITY AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

WHEREAS, the Jersey City Fire Department is in need of a location for the graduation of probationary fire fighters,

WHEREAS, the New Jersey City University has the facilities to satisfy this need; and

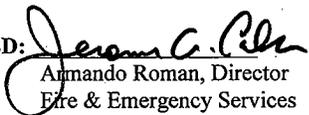
WHEREAS, New Jersey City University requires indemnification and letter of insurance from the City, and NJ City University requires the applicant to produce and continue in force for the term identified on the permit comprehensive general liability insurance with limits of \$1,000,000 combined single limit. The policy must include NJ City University as an additional insured; and

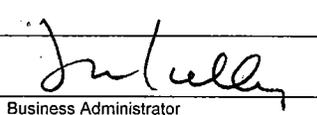
WHEREAS, the City of Jersey City will use New Jersey City University on Friday, September 16, 2011; and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in these programs for damage to the facilities, so

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying New Jersey City University for the use of their facilities by the Department of Fire and Emergency Services for this graduation ceremony.
2. The Risk Manager is authorized to issue a Letter of Insurance to NJ City University to cover these activities.
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: 
Armando Roman, Director
Fire & Emergency Services

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

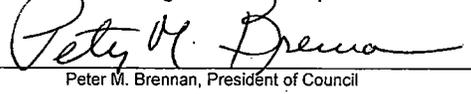
Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. 11-684

Agenda No. 10.Z.5

Approved: SEP 27 2011



TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

WHEREAS, the City of Jersey City, through the Department of Health and Human Services conducts a Senior Citizen Health Fair at Hudson Mall; and

WHEREAS, the Hudson Mall requires an indemnification and letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibilities in reference to the facilities including the indemnification and hold harmless clause in which the Hudson Mall cannot be held liable for injuries received by participants at this event or property damage to the facility itself

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the agreement hereto indemnifying Hudson Mall for the use of their facility by the Department of Health and Human Services for the Senior Citizen Health Fair on October 5, 2011

BE IT FURTHER RESOLVED, that the Risk Manager is authorized to issue a letter of insurance to Hudson Mall in reference to this event.

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/27/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : September 19, 2011
TO : Members of the Municipal Council
FROM : Brian F. Weller, L.L.A., Chief Landscape Architect *BW*
SUBJECT : Bayside Park Renovation
Project No. 2005-020
Re: Change Order - New Retaining Wall

It has become necessary to amend the Bayside Park - Renovation contract between the City and Green Construction due to additional unforeseeable work that could not be effectuated under a separate contract and items of work, all explicitly excluded from the contractor's contract. With the attached resolution, we are requesting an additional 8% (\$309,418.52) contingency bringing the total contingency to 18% (\$698,218.52).

The first Phase of Bayside Park renovation, located at 480 Garfield Avenue is nearing completion and with the major improvements constructed it will be a welcomed addition to the Public Open Space in the Ward and the City.

The Park was overdue renovations for a number of years; poor site lighting, site circulation, no playground and overall run down condition of almost the entire site existed (except for the Little League Field). With the new design; site lighting, sports court lighting, tennis courts, basketball courts, playground, spray-ground, security infrastructure and overall site circulation improvements together with general public safety improvements and landscaping included in this phase all help contribute to a desirable destination.

Initially part of the project was to repair portions of this retaining wall, however the wall is in such poor condition that it is actually showing signs of failure and the originally specified 'repairs' will not suffice. This retaining wall is directly adjacent to new park improvements, specifically the playground, spray pad area and supports the public roadway known as Bayside Terrace

The Contractor has until the end of November 2011 to complete the project. Outstanding items at the Park include; Bayside Terrace retaining wall, final paving of vehicular driveway and parking lot, miscellaneous electrical work, monument and signage.

<i>Change Order</i>	<i>Reason For Changes</i>	<i>Amount</i>	<i>Days Added</i>
#1	A. Supply and install new JCMUA structures for storm drainage	\$34,420.42	(60)
	B. Supply new JCMUA required back-up pump for pump station	\$2,887.50	(0)
	Credit ** A. Original proposal storm drainage	(\$13,934.56)	
#2	A. Supply and install new BVC backstop structure	\$2,254.14	(10)
	B. Remove and replace concrete steps with curbs and compliant ramp	\$4,779.86	(5)
	C. Demo and reconstruct wall at stairs below overlook incl. drainage	\$12,223.17	(14)
	D. Remove and replace curb along walkway near overlook	\$1,434.76	(2)
	E. Install new sidewalk along new park road	\$7,974.38	(7)
	F. Construct concrete cap on cheekwalls below overlook	\$3,026.06	(7)
	G. Supply and install new cover on water box	\$833.75	(0)
	H. Remove four diseased trees including stumps	\$690.00	(0)
	I. Remove and replace curb and sidewalk along Bayside Terrace	\$14,735.50	(5)
	J. Remove and dispose of concrete sidewalk along new park road	\$919.36	(1)
	K. Install new gate at Tennis Court	\$1,023.75	(1)
	L. Remove chain link at Baseball Field	\$1,654.71	(2)
	M. Install new 10' HT PVC chain link fence at Baseball Field	\$7,140.00	(3)
	N. Remove concrete road and replace with asphalt	\$49,910.46	(25)
	O. Additional time allowed for JCMUA (decision) for drainage	\$0.00	(83)
Credit** A. Replace utility and drainage trenches in concrete road	(\$18,000.00)		

<i>Change Order</i>	<i>Reason For Changes</i>	<i>Amount</i>	<i>Days Added</i>	
#3	A. Remove and replace curb along Richard Street	\$6,456.38	(5)	
	B. Fabricate and install additional fencing	\$22,895.25	(0)	
	C. Additional ground hydrant in Baseball Field	\$1,447.90	(0)	
	D. Additional Curb and Walk	\$4,708.10	(5)	
	E. Additional A Inlet and 12" ADS Pipe	\$3,618.27	(0)	
	F. Asphalt Driveway of NJ Transit Row	\$1,247.18	(5)	
	G. Extension of Retaining Wall behind dug out	\$8,419.75	(0)	
	H. Rebuild 2 x 2 Inlet and 4' MH	\$3,319.08	(0)	
	I. RIP Rap drainage swale near overlook stairs	\$1,607.79	(0)	
	J. Remove concrete steps and replace sidewalk	\$5,981.61	(5)	
	K. Install colored stamped concrete in planter beds	\$7,078.94	(0)	
	L. Install concrete between new & old retaining wall	\$4,875.38	(5)	
	M. Powerwash clean and point stone retaining wall	\$10,577.06	(0)	
	N. Additional sidewalk on Garfield	\$3,101.55	(3)	
	O. Install chain link between upper and lower park	\$8,925.00	(0)	
	P. Install chain link barrier fence along park driveway	\$5,040.00	(0)	
	Q. New concrete work in grandstands	\$29,507.30	(0)	
	R. Jersey City MUA water connections (actual work)		(0)	
	S. Jersey City MUA water connections (decision)		(7)	
	T. Weather delays		(48)	
	U. Jersey City MUA revised water meter	\$2,502.40	(42)	
	V. Remove and dispose fence at lights	\$2,361.46	(0)	
	W. Jersey City MUA water main loop connection	\$12,374.14	(0)	
		Credit**		
	A. Bayside Terrace water main replacement	(\$5,599.28)		
	B. Grandstand work top and bottom included in contract	(\$3,200.00)		

<i>Change Order</i>	<i>Reason For Changes</i>	<i>Amount</i>	<i>Days Added</i>
#4	A. New Retaining Wall	\$528,000.00	(110)
	Credit**		
	A. Item 68 - 6'	(\$35,300.00)	
	B. Item 72 - Bollards	(\$5,250.00)	
	C. Item 91 - Wall Sealer	(\$6,300.00)	
	D. Item 92 - Stair Repair	(\$18,900.00)	
	E. Item 101 - Stair Rail	(\$15,250.00)	
	Subtotal Net Change Orders 1 - 4	\$819,952.36	(460)
	Subtotal (Credits*)	\$121,733.84	
	Total Change Orders	\$698,218.52	

In conclusion, the extra work delineated herein could not have been determined without the extensive removals and exploratory work which has taken place as part of the base contract. It would be impractical at this time to seek public bids or proposals for the additional work.

ab

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

City Clerk File No. Res. 09-586
Agenda No. 10.Z55
Approved: JUL 15 2009



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GREEN CONSTRUCTION, INC. FOR BAYSIDE PARK - RENOVATIONS, PROJECT NO. 2005-020 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Acting Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **BAYSIDE PARK - RENOVATIONS, PROJECT NO. 2005-020**, pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement, the City of Jersey City has received four (4) bids, the lowest having been from **GREEN CONSTRUCTION, INC., 26 ELIZABETH STREET, SOUTH RIVER, NEW JERSEY 08882** in the Grand Total Bid Amount of **THREE MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$3,888,000.00)** with a 10% Contingency amounting **THREE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$388,800.00)**; and

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

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-851-990	96947	\$2,245,172.83
04-215-55-835-990	96945	\$1,642,827.17
04-215-55-851-990	96946 (Contingency)	\$ 388,800.00
	Total Encumbrancy.....	\$4,276,800.00

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

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

COPY

City Clerk File No. Res. 09-586

Agenda No. 10.7.55 JUL 15 2009

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GREEN CONSTRUCTION, INC. FOR BAYSIDE PARK - RENOVATIONS, PROJECT NO. 2005-020 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

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

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

Department of Administration, Division of Architecture

Table with 3 columns: ACCOUNT NO., PURCHASE ORDER NO., AMOUNT. Rows include account numbers 04-215-55-851-990, 04-215-55-835-990, 04-215-55-851-990 and purchase order numbers 96947, 96945, 96946 (Contingency). Total Encumbrancy is \$4,276,800.00.

APPROVED: PETER FOLGADO, ACTING DIRECTOR DIVISION OF PURCHASING

ab July 6, 2009

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator Corporation Counsel

Certification Required []

Not Required []

APPROVED 6-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7/15/09. Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V. for SOTTOLANO, GAUGHAN, KENNY, FULOP, LOPEZ, RICHARDSON, BRENNAN, FLOOD, VEGA, 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] Mariano Vega, Jr., President of Council

[Signature] Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GREEN CONSTRUCTION, INC.
Trade Name:
Address: 26 ELIZABETH ST
SOUTH RIVER, NJ 08882-1368
Certificate Number: 0097432
Effective Date: October 08, 1980
Date of Issuance: September 20, 2011

For Office Use Only:
20110920102338870

STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Assignment

Code

FORM AA-201

Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

1. FID NUMBER 22-2328302		2. CONTRACTOR ID NUMBER 310		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT THE CITY OF JERSEY CITY 1 JOURNAL SQUARE PLAZA - 2ND FLOOR JERSEY CITY NJ 07306					
3. NAME AND ADDRESS OF PRIME CONTRACTOR GREEN CONSTRUCTION, INC. P.O. BOX 550 SOUTH RIVER NJ 08882				CONTRACT NUMBER		DATE OF AWARD 07/27/11		DOLLAR AMOUNT OF AWARD \$447,000.00	
4. IS THIS COMPANY MINORITY OWNED [X] OR WOMAN OWNED []						6. NAME AND LOCATION OF PROJECT BAYSIDE PARK RENOVATIONS PROJECT NO. 2005-020 COUNTY HUDSON		7. PROJECT NUMBER	
8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? [] YES [X] NO									

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECT PHASE-IN DATE	PROJECT COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER	1				1				AUG/2011	NOV/2011
9. PAINTER										
10. PLUMBER										
1. ROOFER										
2. SHEET METAL WORKER										
3. SPRINKLER FITTER										
4. STEAMFITTER										
5. SURVEYOR										
6. TILER										
7. TRUCK DRIVER	1				1				AUG/2011	NOV/2011
8. LABORER	4				1				AUG/2011	NOV/2011
9. OTHER										
0. OTHER										

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


Signature
VERA SANTOS
ASSISTANT EEO OFFICER

0. Name **VERA SANTOS** Telephone Number **732-238-9370**

Title **ASSISTANT EEO OFFICER** Date **07/29/11**

PUBLIC AGENCY

EXHIBIT B**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**CONSTRUCTION CONTRACTS**

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

EXHIBIT B (Cont)

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

EXHIBIT B (Cont)

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

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

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

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

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

EXHIBIT B
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

CARLOS M. SANTOS

Representative's Signature:

Name of Company: CREW CONSTRUCTION INC

Tel. No.: 772.278.9372 Date: 8/2/2011

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

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

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

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

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

Representative's Name/Title Print: Carlos M. Santos
Representative's Signature: [Signature]
Name of Company: GREEN CONSTRUCTION INC
Tel. No.: 932-238-9372 Date: 8/2/2011

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 : GREEN CONSTRUCTION, INC
Address : 26 ELIZABETH ST., PO BOX 550, S. RIVERVIEW, NJ 07072
Telephone No. : 732-238-8370
Contact Name : Carlos M. Santos

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

Project: _____ # _____

Contractor: CITIZEN CONSTRUCTION, INC Bid Amt. \$ _____

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

2/20/88

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

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

CONTINUED ON NEXT PAGE

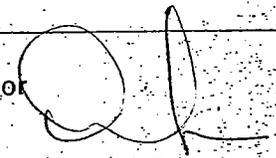
2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

None

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					

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

Name of Contractor GREEN CONSTRUCTION, INC.

by: Signature 

Type or print name/title: Carlos M. Santos, - EEO officer/owner

Tel: No. 732. 238. 9370 Date: 8/2/2011

For City use: _____

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that GREEN CONSTRUCTION, INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding 8/2/2011 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

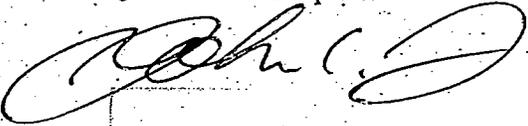
Name of Business Entity: GREEN CONSTRUCTION, INC.

Signed: _____ Title: E.E.O. officer / vice president

Print Name: Carlos M. Santos Date: 8/2/2011

Subscribed and sworn before me
this 2ND day of AUGUST 2011.
My Commission expires:

Carlos M. Santos (Affiant)
(Print name & title of affiant) (Corporate Seal) E.E.O. officer / vice president



JOHN C. SANTOS
Notary Public of New Jersey
My Commission Expires April 2, 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.

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).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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:

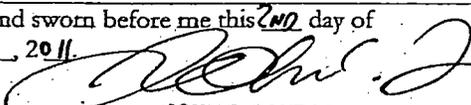
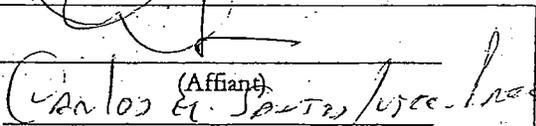
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
JOSE A. ABREU	69 Allison Drive, Sayreville NJ 08872
Carlos M. Santos	248 Roberts Lane, North Plainfield, N.J. 08902

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: GREEN CONSTRUCTION, INC
 Signed: _____ Title: CEO/Officer/ Vice President
 Print Name: Carlos M. Santos Date: 8/2/2011

Subscribed and sworn before me this <u>2ND</u> day of <u>AUGUST</u> , 2011.  My Commission expires: <u>JOHN C. SANTOS</u> Notary Public of New Jersey My Commission Expires April 2, 2012	 (Affiant) <u>Carlos M. Santos / Vice Pres</u> (Print name & title of affiant) (Corporate Seal)
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State of New Jersey
Division of Purchase and Property
 Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
 Disclosure of Political Contributions

General Information		For AGENCY USE ONLY	
Solicitation, RFP or Contract No. _____	Award Amount _____		
Description of Services _____			
Agency Contact Information			
Agency _____	Contact Person _____		
Phone Number _____	Agency Email _____		

Part 1: Vendor Information

Full Legal Business Name Green Construction, Inc.
 (Including trade name if applicable)

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address 1 26 Elizabeth Street, PO Box 550 Address 2 _____
 City South River State New Jersey Zip 08882 Phone (732) 238-9370
 Vendor Email csantos@greenconstructionnj.com Vendor FEIN 222328302

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	<u>UTCA</u>	Address of Recipient	<u>2310 Highway 34 North</u>
Date of Contribution	<u>Apr 29, 2010</u>	Amount of Contribution	<u>\$500.00</u>
Type of Contribution (i.e. currency, check, loan, in-kind)	<u>check</u>		
Contributor Name <u>Green Construction, Inc.</u>			
Relationship of Contributor to the Vendor <u>self</u>			
Contributor Address <u>26.Elizabeth Street PO Box 550</u>			
City	<u>26 Elizabeth Street PO Box 550</u>	State	<u>New Jersey</u> Zip <u>08882</u>

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	<u>Luso-American PAC</u>	Address of Recipient	<u>11 Jackson Street, 2nd Floor</u>
Date of Contribution	<u>Oct 28, 2010</u>	Amount of Contribution	<u>\$600.00</u>
Type of Contribution (i.e. currency, check, loan, in-kind)	<u>Check</u>		
Contributor Name <u>Green Construction, Inc.</u>			
Relationship of Contributor to the Vendor <u>Self</u>			
Contributor Address <u>Green Construction, Inc.</u>			
City	<u>South River</u>	State	<u>New Jersey</u> Zip <u>08882</u>

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	<u>UTCA</u>	Address of Recipient	<u>2310 Highway 34 North</u>
Date of Contribution	<u>Jun 11, 2009</u>	Amount of Contribution	<u>\$500.00</u>
Type of Contribution (i.e. currency, check, loan, in-kind)	<u>Check</u>		
Contributor Name <u>Green Construction, Inc.</u>			
Relationship of Contributor to the Vendor <u>Self</u>			
Contributor Address <u>Green Construction, Inc.</u>			
City	<u>South River</u>	State	<u>New Jersey</u> Zip <u>08882</u>

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

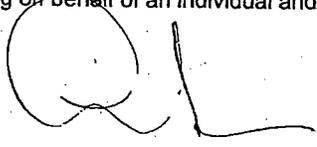
Part 4 - Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

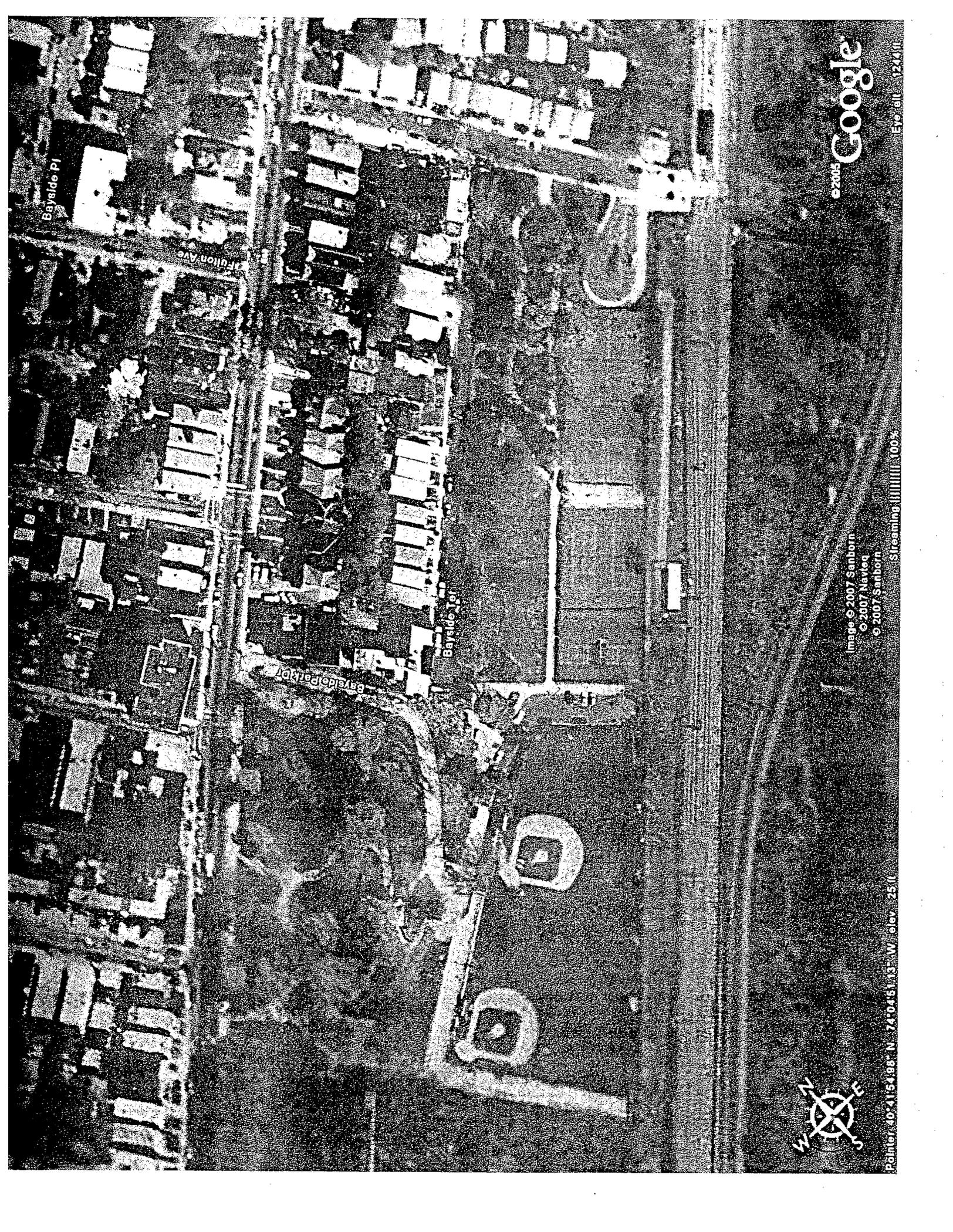
(CHECK ONE BOX A, B or C)

- (A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) I am certifying on behalf of the above-named business entity only.
- (C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name  Print Name Carlos M. Santos
Phone Number (732) 238-9370 Date May 7, 2011
Title/Position Vice President/Principal

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.



Bayside Pl

Fulton Ave

Bayside Pl

Bayside Ter

©2005 Google

Eye alt: 124.4 ft

Image © 2007 Sanborn
© 2007 Navteq
© 2007 Sanborn

Streaming 100%



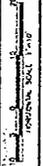
Pointer: 40°41'54.98" N 74°04'51.13" W elev: 25 ft



DRESDNER ROBIN
 ARCHITECTURAL & ENGINEERING
 1000 ROUTE 100, SUITE 200
 HOBOKEN, NJ 07030
 TEL: 201-991-1100
 FAX: 201-991-1101
 WWW.DRESDNERROBIN.COM

PROJECT: BAYSIDE PARK RENOVATION
 LOCATION: BLOCK 146B, LOT 8, P. 1, 2, & 3, CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY
 DATE: 08/15/11
 SHEET: CG-101 OF 1

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/15/11
2	ISSUED FOR CONSTRUCTION	08/15/11
3	ISSUED FOR AS-BUILT	08/15/11



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/15/11
2	ISSUED FOR CONSTRUCTION	08/15/11
3	ISSUED FOR AS-BUILT	08/15/11

BAYSIDE PARK RENOVATION

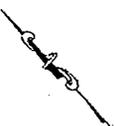
BLOCK 146B, LOT 8, P. 1, 2, & 3,
 CITY OF JERSEY CITY,
 HUDSON COUNTY, NEW JERSEY

GRADING PLAN

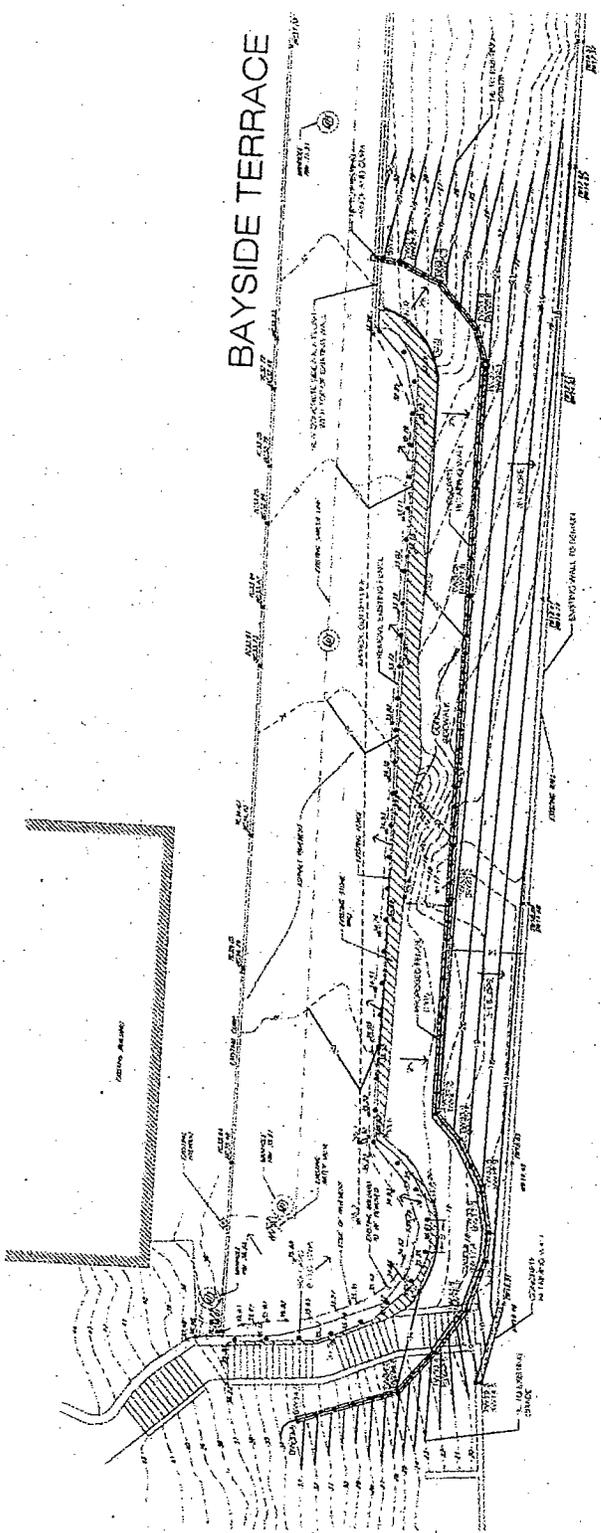
Dresdner Robin
 ARCHITECTURAL & ENGINEERING
 1000 ROUTE 100, SUITE 200
 HOBOKEN, NJ 07030
 TEL: 201-991-1100
 FAX: 201-991-1101
 WWW.DRESDNERROBIN.COM

DATE: 08/15/11
 SHEET: CG-101 OF 1

DATE: 08/15/11	SHEET: CG-101 OF 1
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BAYSIDE TERRACE



NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF JERSEY CITY AND HUDSON COUNTY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF JERSEY CITY AND HUDSON COUNTY.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

