

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

City Clerk File No. Res. 13-152
 Agenda No. 10.A
 Approved: MAR 13 2013
 TITLE: _____



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2013 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2013 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2013 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$187,298,272**.

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

1. An emergency temporary appropriation is hereby created for:

		FROM	TO
20-140	INFO TECH	\$260,000	\$520,000
26-305	JC INCINERATOR AUTHORITY	\$10,300,000	\$13,300,000
36-473	SOCIAL SECURITY SYSTEM	\$1,200,000	\$2,400,000
42-400	JC PARKING AUTHORITY	\$300,000	\$600,000
46-885	TAX OVERPAYMENTS	\$800,000	\$1,100,000
	SAFE ROUTES TO SCHOOLS-PHASE 4	\$0	\$300,000
	SECOND CHANCE MAINTENANCE PROGRAM	\$0	\$482,625
	METROPOLITAN MEDICAL RESPONSE SYSTEM(MMRS)	\$0	\$281,693
	COMMUNITY SERVICES BLOCK GRANT (CSBG)	\$0	\$231,635
	SENIOR NUTRITION	\$0	\$1,390,654
	SENIOR AFFAIRS	\$0	\$65,000
	TOTAL INCREASE		\$7,811,607

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2013 Municipal Budget.

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 (Signature of Business Administrator) (Signature of Corporation Counsel)

APPROVED: _____
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-153

Agenda No. 10.B

Approved: MAR 13 2013

TITLE:

RESOLUTION OF THE CITY OF JERSEY CITY MAKING APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-11(c), N.J.S.A. 40A:2-7(a), N.J.S.A. 40A:3-1 ET SEQ. AND PREVIOUS APPROVALS BY SAID BOARD



WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") desires to adopt a bond ordinance (the "Ordinance") providing for the issuance of one or more series of general improvement bonds of the City (the "Bonds") and notes in anticipation thereof, in order to finance various capital improvements of the City resulting from the extraordinary damage caused by Super Storm Sandy; and

WHEREAS, the City desires to make application to the New Jersey Local Finance Board (the "Local Finance Board") for its review and approval of a waiver of down payment pursuant to N.J.S.A. 40A:2-11(c) and in accordance with N.J.S.A. 40A:2-7(a); and

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

WHEREAS, the City believes that:

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

WHEREAS, the Municipal Council of the City desires to make application to the Local Finance Board for its approval of the (i) waiver of down payment; (ii) adoption of the Ordinance and the capital authorizations contained therein, and (iii) issuance of, and of the proposed maturity schedule for such Bonds, to be issued in the form of "qualified bonds" under the MQBA; and

WHEREAS, the City believes that the maturity schedules contained in the Application to the Local Finance Board are in the best interests of the City.

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

City Clerk File No. Res. 13-153
Agenda No. 10.B MAR 13 2013

TITLE:

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

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

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

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

APPROVED: *Donna March CFO*
APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-154

Agenda No. 10.C

Approved: MAR 13 2013

TITLE:



Resolution Applauding the Honorable Nesle A. Rodriguez, J.M.C.

FOR HER MANY YEARS OF DEDICATED SERVICE TO THE CITY OF JERSEY CITY

WHEREAS, Nesle A. Rodriguez's was born in Fomento, Cuba and arrived in Union City just days after her first birthday. She graduated with highest honors in Economics from Skidmore College in 1987 and was inducted into the Periclean Honor Society as well as the Omicron Delta Epsilon International Economics Honor Society. Additionally, Nesle completed course work in Economics and Philosophy from 1985 to 1986 at the Universidad de Autonoma in Madrid, Spain; and

WHEREAS, Nesle A. Rodriguez's entire legal career has been in Jersey City and marked by her commitment to public service. Upon graduating from Rutgers Law School in Newark in 1990, she served as Law Clerk to the Honorable John J. Grossi, Jr. J.S.C. in Hudson County. After completing her clerkship in September of 1991, she went into private practice in Jersey City with Laurence M. Miller, Esq., focusing on criminal defense, bankruptcy and juvenile matters. On several occasions, she served as a Court appointed Guardian ad Litem, representing interests of children in the midst of custody, visitation and termination of parental rights litigation. Nesle also accepted many pro bono assignments, including her first homicide case. On February 3, 2003, she was appointed as an Assistant Jersey City Municipal Prosecutor and was assigned to the Domestic Violence Workshop established by the Hudson County Prosecutor's Office; and

WHEREAS, Judge Rodriguez has been serving as a Jersey City Municipal Court Judge since her appointment by Mayor Jerramiah T. Healy on January 6, 2006. Judge Rodriguez was appointed Chief Municipal Court Judge in May 2008 and reappointed in 2011. Prior to her appointment to the Municipal Court, Judge Rodriguez served as Vice-Chair and Chair of the New Jersey Attorney Ethics Committee for Hudson County from 2000 to 2004. She also served on the Board of Directors of Hudson Milestones, a non-profit organization based in Jersey City that is dedicated to the care, support and advancement of children and adults with developmental disabilities throughout Hudson County; and

WHEREAS, Judge Rodriguez has accepted a judgeship position at the Hudson County Superior Court and will retire from her position at the Jersey City Municipal Court; and

WHEREAS, Judge Rodriguez resides in Jersey City with her husband and their two young children.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud the Honorable Nesle A. Rodriguez, J.M.C. for her many years of dedicated service. We wish her continued success in her future endeavors.

G:\WPDOCS\TOLONDA\RESOS\RETIRE\Judge Nesle A. Rodriguez.docx

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-155

Agenda No. 10.D

Approved: MAR 13 2013

TITLE:



Resolution Honoring Sister Elizabeth Bell

WHEREAS, Elizabeth Goodwin was the seventh of nine children born to Geneva and O'Neal Goodwin. In 1961, she migrated to Jersey City from Bamberg, South Carolina at the age of seventeen. She followed other siblings to Jersey City after high school in search of better opportunities; and

WHEREAS, Sister Elizabeth attended Mt. Zion United Methodist Church in South Carolina with family and friends and was a faithful member of the Sunday school. Upon arriving in Jersey City, Elizabeth soon visited Mt. Pisgah African Methodist Episcopal ("AME") Church and felt welcome. Elizabeth did not join that Sunday, but joyfully came down that isle the next Sunday; and

WHEREAS, Sister Elizabeth joined Mt. Pisgah Bible Study with Evangelist Johnson and sang in the Celestial Choir. She began as a student, became a teacher and now serves as the Superintendent of the Mt. Pisgah Sunday School; and

WHEREAS, Sister Elizabeth married Isham Leonard Bell in 1967. Two sons, Joseph and Daryl, were born from that union. She is also the proud grandmother of three grandsons, Tareef, Daryl and Darius. Mrs. Bell was widowed in 1986; and

WHEREAS, Sister Elizabeth began the pursuit of a lifelong dream in 1986 to attend college and obtain her degree in Early Childhood Education from New Jersey City University. She takes great pride in the fact that she was the first in her family to complete her college education. Now, Sister Elizabeth is dedicated to teaching at Jersey City Child Development Centers; and

WHEREAS, Sister Elizabeth looks forward to retirement and spending more time on her pastime, reading and analyzing Children's literature; and

WHEREAS, on Saturday, February 23, 2013, the Stellar Women of Faith Luncheon will be held at Liberty House Restaurant in Jersey City, New Jersey, at which time Sister Elizabeth Bell will be honored for her various achievements.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Sister Elizabeth Bell for her many achievements and outstanding dedication to her community.

G:\WPDOCS\ITOLONDAIRESOS\Sister Elizabeth Bell.docx

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-156

Agenda No. 10.E

Approved: MAR 13 2013

TITLE:



Resolution Honoring June M. Jones-Hawkins

WHEREAS, June M. Jones-Hawkins, a lifelong resident of Jersey City, is a product of Parochial School Education and religious instruction. June graduated from Jersey City Medical Center (an affiliation then of the University of Medicine and Dentistry of NJ), studying cardio-pulmonary technology and The Chubb Institute where she studied Computer Programming; and

WHEREAS, June M. Jones-Hawkins is a New Jersey State Licensed Respiratory Care Practitioner. June has practiced in the field of Cardio-Pulmonary Care for more than 35 years, serving as the Assistant Administrative Director of Cardio-Pulmonary Services at Children's Hospital of New Jersey for 21 years; and

WHEREAS, June M. Jones-Hawkins is the Founder, President and Executive Director of the Morris Canal Community Development Corporation ("CDC"), a community based nonprofit organization. The Morris Canal CDC has been designated as developer by the Jersey City Redevelopment Agency for three major sites in the Morris Canal area for housing and retail development; and

WHEREAS, June M. Jones-Hawkins is committed to revitalizing her neighborhood and believes that God has blessed her life and hands for the purpose of creating, helping and sharing. Her community involvement and direct efforts with the National Environmental Protection Agency (EPA) and Jersey City's Brownfield program have directly resulted in the birth of the Lafayette Swimming Pool, and what will soon be the largest city owned park in Jersey City, Berry Lane Park. In the summer of 2012, June was instrumental in bringing the first award winning Community Learning Garden to Lafayette; and

WHEREAS, June M. Jones-Hawkins recently finished an Internship at the Elizabeth Development Corporation studying Urban Development as an affiliation with New Jersey City University's ("NJCU") Co-Operative Education Program. She is currently enrolled as a senior at NJCU; and

WHEREAS, June M. Jones-Hawkins is a dedicated member of Mt. Pisgah African Methodist Episcopal Church and the Ruth Missionary Society. June also enjoys cooking, gardening and deep sea fishing in her spare time; and

WHEREAS, June M. Jones-Hawkins currently resides with her husband Sammie in the Lafayette section of Jersey City. She is the mother of Crystal, stepmother to Caprica and Shawn, and surrogate mother to Danielle and Dawn. June is also the proud grandmother of five beautiful grandchildren; and

WHEREAS, on Saturday, February 23, 2013, the Stellar Women of Faith Luncheon will be held at Liberty House Restaurant in Jersey City, New Jersey, at which time June M. Jones-Hawkins will be honored for her various achievements.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor June M. Jones-Hawkins for her many achievements and outstanding dedication to her community.

G:\WPDOCS\TOLONDA\RESOS\June M. Jones Hawkins.docx

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

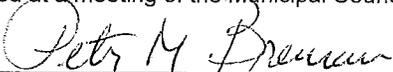
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-157

Agenda No. 10.F

Approved: MAR 13 2013

TITLE:



Resolution Honoring Sister Grace B. Robertson

WHEREAS, Grace B. Robertson committed her life to Christ as a young girl. She attended Elisha African Methodist Episcopal (A.M.E.) Church in Newberry, South Carolina with her parents, Thomas and Eddie Mae Hawkins and twelve siblings. Grace was a faithful member of the Sunday school and sang in the church choir. The Hawkins Family Church tradition continued when her mother and all but two siblings moved to New Jersey in 1961. The family became members of Mt. Pisgah A.M.E. Church in Jersey City, where they still worship more than fifty years later. Mt. Pisgah was always the heart of Grace's religious life, serving as a Junior Steward, YPD Youth Adviser for the Ruth Missionary Society, a Class Leader and well as a member of the Celestial Choir and South Carolina Club. She also served twice as Women's Day Chairperson; and

WHEREAS, Sister Robertson was employed in the retail industry for more than thirty-five years. She worked in various positions from a sales associate to manager. In 1991 she started her own business, Fashions by Grace, designing and specializing in hat wear. In 1996, she retired from the Woolworth Corporate office and focused on expanding her own clothing business; and

WHEREAS, Sister Robertson is well known around most church circles as the "Hat Lady" and has sold her unique hat designs to many ladies at the Annual and General A.M.E. Conferences across the country; and

WHEREAS, Sister Robertson met and married the late William Robertson and from that union four children were born, Michele Robertson-Anderson, Valerie J. Kelly, William C. Robertson Jr. and the late Paul Andre Robertson. She has two son-in law's Julius Kelly Jr. and Levi Anderson and she is the proud grandmother of three grandchildren Julius Brandon Kelly III., Nicole Jones and Dr. Amanda Grace Kelly; and

WHEREAS, on Saturday, February 23, 2013, the Stellar Women of Faith Luncheon will be held at Liberty House Restaurant in Jersey City, New Jersey, at which time Grace Robertson will be honored for her various achievements.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Sister Grace B. Robertson for her many achievements and outstanding dedication to her community.

G:\WPDOCS\TOLONDAIRESOS\Sister Grace Robertson.docx

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-158

Agenda No. 10.G

Approved: MAR 13 2013



TITLE: **Resolution Honoring Verna Sims**

WHEREAS, Verna Sims was born in Georgia to Joseph and Elizabeth Crayton. Verna enjoyed a modest lifestyle with her parents and her sister Sandra. Her family relocated to Jersey City where Verna attended Lincoln High School and Jersey City State College (New Jersey City University). Verna earned a Bachelor of Arts degree in Elementary Education. She also attended Seton Hall University where she received her Early Childhood Certification as well as credits for Guidance and Supervision. Her education journey continued as she received a Science Certification from Drew University; and

WHEREAS, Verna Sims enjoyed nurturing young impressionable minds and taught grades 3-8. She was a dedicated educator for 35 years. Eighteen of those years were spent teaching Language Arts, Science and Art. She focused on helping students who struggled with their studies during the last five years of her teaching career and utilized her pedagogy skills to become a basic skills teacher, focusing on remedial reading and math. Verna also served as Headmistress of Mt. Pisgah School for many years. She resigned from that position in 2001; and

WHEREAS, Verna Sims and her sister owned and operated "Tastefully Done," a catering business which dazzled the palates of many patrons for six years. She currently serves Jersey City as the Director of the Mary McCleod Bethune Community Center; and

WHEREAS, Verna Sims strives to make a difference in her community and church. Her works began when she was sixteen years old as a Girl Scout leader. Her continuous efforts as a community leader are fashioned around her duties within the church, such as serving as the district President for the Christian Endeavors Society for AME Zion Church; and

WHEREAS, Verna Sims grew up in Metropolitan AME Zion Church where she was a Sunday School Teacher and Youth Class Leader. Soon thereafter she began to fellowship at Mt. Pisgah AME Church and she took pride in working on the Usher Board and becoming a member of the Ruth Missionary Society where she served as the first Vice President and PME Study Chair. Verna presently holds a seat as the Church Scholarship Committee Chair; and

WHEREAS, Verna Sims has been a member of The National Sorority of Phi Delta Kappa Incorporated, Alpha Chapter since 1996. She diligently served as Financial Secretary, Cotillion Chair, Kudos Advisor, and President. She presently serves as Fundraiser Chair as well as the Public Relations Chair. She also serves as the Executive Advisor, 3rd Vice President, and Marie A. Bagby Scholarship Luncheon Chair. During the early stages of her career Verna was a member of College Women Incorporated and served the organization in various capacities such as Scholarship Chair and President; and

WHEREAS, Verna Sims married her soul mate, Alvin "Duke" Sims in April 1973. Their union produced two sons, Jeremy and Todd. She is the proud "Mimi" of three: Jontae, Dairmyn, and Jaylen; and

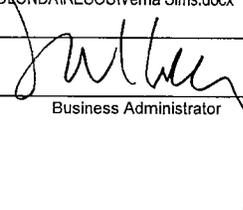
WHEREAS, on Saturday, February 23, 2013, the Stellar Women of Faith Luncheon will be held at Liberty House Restaurant in Jersey City, New Jersey, at which time Verna Sims will be honored for her various achievements.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Verna Sims for her many achievements and outstanding dedication to her community.

G:\WPDOCS\TOLONDAIRESOS\Verna Sims.docx

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED:  _____
Business Administrator

_____ Corporation Counsel

Certification Required

Not Required

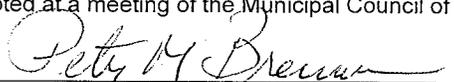
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-159

Agenda No. 10.H

Approved: MAR 13 2013

TITLE:



Resolution Applauding Mary Hurley Cole 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Mary Hurley Cole has been chosen to serve as Irishwoman of the Year. Mary Elizabeth Hurley Cole is the daughter of Eleanor Haugh of County Clare and Jeremiah Hurley of County Cork. Mary was raised in the Downtown Section of Jersey City where she attended St. Michael's Grammar School and High School. Mary is a lifelong parishioner of St. Michael's Church. At the Parish of the Resurrection, St. Michael's Jersey City, Mary is a member of the fund raising committee, founder and chairperson of the Annual card party and St. Patrick's Day Dinner Dance. Mary was the recipient of the Parish of the Resurrection 2008 Vision of Peach Award and the 2012 Ancient Order of Hibernians Humanitarian of the Year Award; and

Whereas, Mary has been married for 30 years to Bob Cole and they are the proud parents of three children. Mary has been a Catholic School teacher for more than 20 years.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Mary Hurley Cole, Irishwoman of the Year.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											3.13.13		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓				
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓				
LOPEZ	✓			COLEMAN	✓			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. 13-160
 Agenda No. 10.1
 Approved: MAR 13 2013
 TITLE:



Resolution Honoring Dan Hazelett Society of the Friendly Sons of Saint Patrick of Hudson County's Irishman of the Year 2013

WHEREAS, Dan Hazelett was born and raised in the Jersey City Heights where he still resides today. Dan is a graduate of Saint Nicholas Grammar School and Hudson Catholic High School. He furthered his education at Saint Peter's College (Saint Peter's University) and earned a Bachelor of Science Degree in Business Management; and

WHEREAS, Dan Hazelett began his career in the financial industry with Drexel Burnham continuing in various positions with Smith Barney, TD Waterhouse, Trade. Dan is currently employed as an Associate Manager at UBS; and

WHEREAS, Dan Hazelett is proud of his Irish roots and traces his Irish ancestry to Counties Tyrone and Cork from which his paternal and maternal Great Grand Parents emigrated. Dan is a long-standing member of the Friendly Sons of St Patrick of Hudson County as well as Past President and currently serving the organization as a Trustee. Dan has been actively involved in the Irishman of the year committee, the Annual Bus Trip to Citifield for Irish Heritage Night (now known as The Joe Boyle Memorial Irish Met Trip), Irish Heritage Day Presentations by Historian Bob Leach, and The Annual Memorial Mass and Repast. Dan's proudest moment was seeing the completion of The Irish Famine Memorial Monument in Hudson County; and

WHEREAS, Dan Hazelett is also active in other civic organizations serving as Exalted Ruler of the BPOE Elks lodge #211. He is a past President of Delta Sigma Pi, a Business Fraternity. During his tenure with the Elks Lodge, he served as chairman of many committees including the Batter Up, Hoop Shoot, and Soccer Shoot Out. As Chairman of the Special Needs Committee, Dan was instrumental in having a child from Jersey City named as Poster Child for the region. Dan also volunteers at The Hoboken Shelter every month, helping to cook meals for the needy; and

WHEREAS, on Friday, March 1, 2013, the Society of the Friendly Sons of Saint Patrick of Hudson County will host its Annual Irishman of the Year Dinner, at which time the Dan Hazelett will be honored as Irishman of the year.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby join with the Society of the Friendly Sons of Saint Patrick of Hudson County in honoring Dan Hazelett. Through his magnanimous community activities and professional career, Dan has been devoted to his community and his heritage. We recognize and applaud his dedication to public service.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Dan Hazelett - Society of the Friendly Sons of St. Patrick.wpd

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-161

Agenda No. 10.J

Approved: MAR 13 2013

TITLE:



Resolution Applauding Dan Hazelett 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Dan Hazelett has been chosen to serve as Friendly Sons of St. Patrick Irishman of the Year. Dan was born in the Jersey City Heights where he still resides today. He is a graduate of St. Nicholas Grammar School, Hudson Catholic High School and St. Peter's College. Dan earned a Bachelor of Science Degree in Business Management and began his career in the financial industry with Drexel Burnham continuing in various positions with Smith Barney, TD Waterhouse, Etrade. He is currently employed as an Associate Manager at UBS. Dan traces his Irish roots to Counties Tyrone and Cork from which his paternal and maternal Great Grand Parents emigrated; and

Whereas, Dan Hazelett is a long standing member of the Friendly Sons of St. Patrick of Hudson County as well as Past President and currently serving the organization as a Trustee. Dan has also been active in other civic organizations serving as Exalted Ruler of the BPOE Elks Lodge #211. He is an alumni member of Delta Sigma Pi, a Business Fraternity, having served as its President. During his tenure with the Elks Lodge, he served as chairman of many committees including the Batter Up, Hoop Shoot, and Soccer Shoot Out. As Chairman of the Special Needs Committee, he was instrumental in having a child from Jersey City named as Poster Child for the region. He currently volunteers through his employer UBS at The Hoboken Shelter on the first Thursday of the month, helping to cook meals for the needy.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Dan Hazelett, Friendly Sons of St. Patrick Irishman of the Year.

G:\WPDOCS\TOLONDA\RESOSHOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

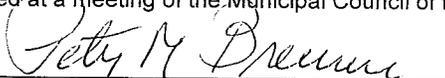
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-162

Agenda No. 10.K

Approved: MAR 13 2013

TITLE:



Resolution Applauding Donna Andreottola 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Donna Andreottola has been chosen to serve as Distinguished Member Award. Donna Andreottola was born and raised in the Ironbound section of Newark, New Jersey. She attended Catholic grammar school and Eastside High School. Donna has always been self-sufficient and very responsible. In the face of family related adversity, Donna accepted the challenge of raising her younger brother. Her mother, Priscilla, provided Donna with an invaluable example of strength, perseverance, and a willingness to go the extra mile for others. As a single, working mother, Priscilla was an ambitious role model. Donna was happily married for 23 years to Rocco. Unfortunately, she was widowed in 2005. She has been blessed with two beautiful daughters: Leah and Gina; and

Whereas, Donna was introduced to Jersey City six years ago when she met her clover leaf, Tom. Donna has become a proud Jersey City woman. She has dedicated countless hours to the St. Patrick's Day Parade Committee.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Donna Andreottola, Distinguished Member Award.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

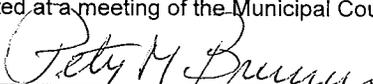
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								3.13.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-163

Agenda No. 10. L

Approved: MAR 13 2013

TITLE:



Resolution Applauding Henry Healy 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Henry Healy has been chosen to serve as St. Patrick Award. Henry Healy known popularly as "Henry VIII" in Ireland came to public prominence in 2007 when it was discovered that Henry is an 8th cousin of current US President Barack Obama. President Obama has acknowledged and enjoyed this connection with the Healy family, visiting their home village of Moneygall, County Offaly in May 2011 while on a visit to Ireland and inviting Henry back to visit the White House; and

Whereas, Henry is currently employed as the Community Activation Leader for the National Diaspora Programme "Ireland Reaching Out." Henry's visits communities throughout the 32 counties of Ireland encouraging and promoting the benefits of Ireland reconnecting with their ancestral sons and daughters. This volunteer led program uses reverse genealogy to identify people of Irish ancestry, while assisting those tracing their Irish roots using the traditional methods.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Henry Healy, St. Patrick Award.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

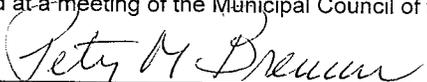
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-164

Agenda No. 10.M

Approved: MAR 13 2013

TITLE:



Resolution Applauding Ashley Nally-Nagel 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Ashley Nally-Nagel has been chosen to serve as Miss Colleen. Ashley Nally-Nagel is a Jersey City resident and high school student attending Notre Dame School of Manhattan. Ashley's love of all things Irish comes from her maternal grandparents. Her grandmother Stephanie "Ma" Nally was born in Loughwell, Moicullen County Galway and her grandfather Eamon "Papa" Nally was born in Balla, County Mayo. Ashley strives to keep the tradition alive as a competitive Irish dancer with the famed Peter Smith School of Irish dancing; and

Whereas, Ashley recently competed in the Mid-Atlantic Regional Championships. When Ashley was 12 years old she participated and succeeded in breaking a Guinness World Record for the Longest Single Line of Irish Dance with 300 other dancers. Ashley has never missed a Jersey City Saint Patrick's Day Parade since she was born and has proudly either marched or rode on a float all of those years.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Ashley Nally-Nagel, Miss Colleen.

G:\WPDOCS\ITOLONDA\RESOSHOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

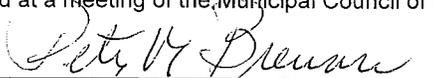
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-165

Agenda No. 10.N

Approved: MAR 13 2013

TITLE:



Resolution Applauding Jeanne Cretella 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Jeanne Cretella has been chosen to serve as Honorary Irishwoman.

Whereas, Jeanne Cretella is a stellar business woman who leads by example. Jeanne and her husband Frank are the owners and operators of Landmark Hospitality. Landmark Hospitality specializes in perfecting the art of fine dining, weddings, corporate events and catering as well as off-site events which include a host of exotic, international locations available through their newest division, Landmark Destination Weddings; and

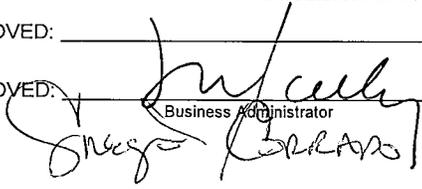
Whereas, Frank and Jeanne Cretella strongly believe in working towards the betterment of the communities in which they do business, the couple created "Help Us Give" or H.U.G. as Landmark's Corporate Giving Program. The H.U.G. Program allows 10% of sales from the three most popular tables in their restaurants to be donated to local charitable causes which positively impact the quality of life in the community.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Jeanne Cretella, Honorary Irishwoman.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

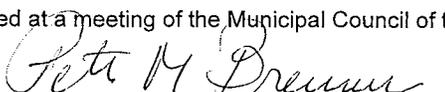
APPROVED 8-0

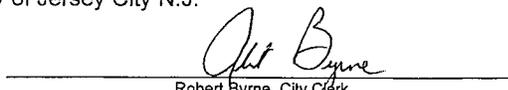
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ 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. 13-166

Agenda No. 10.0

Approved: MAR 13 2013

TITLE:



Resolution Applauding Frank Cretella 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Frank Cretella has been chosen to serve as Honorary Irishman. Frank Cretella established Landmark Developers, a premier real estate development design firm and its in-house construction firm. Landmark Developers is vastly known for transforming historical or underutilized properties in New Jersey and New York metropolitan areas into modern residential complexes, vibrant retail spaces and prestigious hospitality venues. Landmark Hospitality is owned and operated by Frank and Jeanne Cretella. Landmark Hospitality specializes in perfecting the art of fine dining, weddings, corporate events and catering as well as off-site events which include a host of exotic, international locations available through their newest division, Landmark Destination Weddings; and

Whereas, Frank and Jeanne Cretella strongly believe in working towards the betterment of the communities in which they do business. The couple created "Help Us Give" or H.U.G. as Landmark's Corporate Giving Program. The H.U.G. Program allows 10% of sales from the three most popular tables in their restaurants to be donated to local charitable causes; and

Whereas, Frank Cretella is an active Board member several professional and civic organizations Frank and Jeanne have been married 25+ years and they are the proud parent of one daughter, Madeline.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Frank Cretella, Honorary Irishman.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorces.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

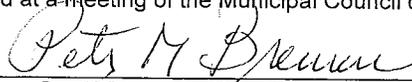
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-167

Agenda No. 10.P

Approved: MAR 13 2013

TITLE:



Resolution Applauding Danielle M. Sullivan 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Danielle M. Sullivan has been chosen to serve as Irish EMT. Danielle Sullivan is the daughter of Maureen Saunier and Lawrence Sullivan., In 1860, Danielle's great grandfather, Daniel M. Sullivan came to the United States from Glengarriff Parish in Cork to Jersey City; and

Whereas, Danielle became an EMT in 2003 and has worked at the Jersey City Medical Center since 2006. In 2007, Danielle achieved her Paramedic Certification and currently holds that position at the Medical Center.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Danielle M. Sullivan, Irish EMT.

G:\WPDOCS\TOLONDAIRESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

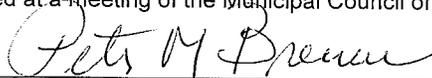
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-168

Agenda No. 10.Q

Approved: MAR 13 2013

TITLE:



Resolution Applauding Captain John O'Keefe 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Captain John O'Keefe has been chosen to serve as Irish Firefighter. John O'Keefe was born in Jersey City to the late John and Elizabeth (Ehmann) O'Keefe. John grew up in the Heights section of Jersey City where he attended St. Paul of the Cross Grammar School. John graduated from Hudson Catholic High School in 1981; and

Whereas, John was appointed to the Jersey City Fire Department in February 1985 and promoted to Captain in November 2006. John is a member of the JCFD Emerald Society. In 2009 he was the Fire Officer of the year and the recipient of the Carlos Negron Medal of Valor. He has also received the Class "A" Medal of Honor; and

Whereas, John and his wife Denise are the proud parents of two children, Jonathan and Kerilyn.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Captain John O'Keefe, Irish Firefighter.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

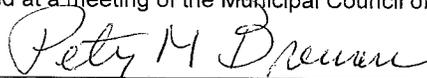
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-169
 Agenda No. 10.R
 Approved: MAR 13 2013
 TITLE:



Resolution Applauding Lt. Mark G. Miller 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

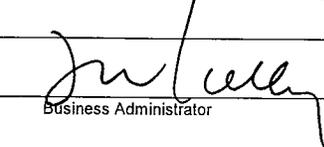
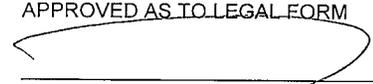
Whereas, this year, Lt. Mark G. Miller has been chosen to serve as Irish Police Officer of the Year. Mark Miller was born and raised in the Jersey City Heights. He is a graduate of Public School #27 and Hudson Catholic High School. Mark's great grandfather Ira Mahony hailed from County Cork and his great grandmother Margaret McInerney from County Kerry. Mark has been a member of the Jersey City Police Department for 18 years and was promoted to the rank of Lieutenant in June of 2011. Mark has most recently served as the West District Detective Commander and currently serves as the Executive Officer of the Internal Affairs Unit. Mark is also a proud member of the Jersey City Police Cycling Team; and

Whereas, Mark currently serves as President of the Jersey City Lodge of the Fraternal Order of Police and also serves as the FOP Honor Guard Commander. He is a member of the Jersey City Police Emerald Society and a founding member of the Emerald Society Honor Guard; and

Whereas, Mark and his wife Lisa have two children, Maggie and Aedan.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Lt. Mark G. Miller, Irish Police Officer of the Year.

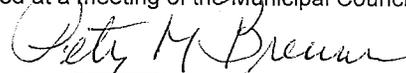
G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED:  BUSINESS ADMINISTRATOR
 APPROVED AS TO LEGAL FORM  CORPORATION COUNSEL
 Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-170

Agenda No. 10.S

Approved: MAR 13 2013

TITLE:



Resolution Applauding Tom Mullaghy 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, Tom Mullaghy has been chosen to serve as Irishman of the Year. Tom Mullaghy, the youngest of 11 children, was born on October 8, 1930 in Brize, Claremorris, County Mayo. In 1960, he joined his brother James and relocated to New Jersey. Tom worked for Roadway Express until 1968. Tom and his future father-in-law and his nephew, Jimmy Glynn bought a pub in Union City, a liquor store in Bayonne and the Grapevine Tavern on Newark Avenue in Jersey City. After 45 years, Tom is still the owner of the Grapevine; and

Whereas, in 1964 Tom married Catherine Ford whose parents hailed from Kiltimagh, County. Tom and Catherine are the proud parents of four children. The loving couple has ten grandchildren.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud Tom Mullaghy, Irishman of the Year.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

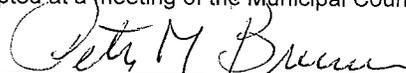
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-171
 Agenda No. 10.T
 Approved: MAR 13 2013
 TITLE:



Resolution Applauding John M. Burns, Jr. 2013 Saint Patrick's Day Parade Honoree

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

Whereas, the City of Jersey City and the Jersey City Saint Patrick's Day Parade Committee hosts a series of events during the month of March which exemplifies the love of Ireland and the Irish culture and heritage. In observance, the tri-colored Irish flag, which symbolizes peace by joining the Emerald Green of the Republic with the Orange of Ulster by a field of white, shall be raised above City Hall for the month of March. Every year as part of the celebration, the Dinner and Parade Committees honor certain Irish-American individuals for their contributions to the common good of Jersey City; and

Whereas, this year, John M. Burns, Jr. has been chosen to serve as Grand Marshal. John Burns was born and raised in Jersey City. The Burns Family hails from County Cork and the Slattery family from County Mayo. His family has lived in Jersey City for more than 100 years. John is a graduate of St. Paul the Apostle Grammar School and Hudson Catholic High School; and

Whereas, in 1986, John founded Burns Bros. Memorials and in 2005 purchased Albert H. Hopper Monuments in North Arlington, NJ. His company has erected several notable monuments in Jersey City including the "Hudson County Korean Veterans Memorial" on Washington Street, the "9-11 Memorial" on Grand Street and the "Irish Famine Memorial" in Lincoln Park. John is the President of the Monument Builders of New Jersey; and

Whereas, John is a Past Exalted Ruler Benevolent, Protected Order of Elks and has been a 3rd Degree Knight of Columbus for more than 20 years. John is a member of the Jersey City St. Patrick's Day Parade Committee and the Friendly Sons of St. Patrick, Hudson County.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby applaud John M. Burns, Jr., Grand Marshal.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\ST-PATS\2012\2013 All Honorees.wpd

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-172
 Agenda No. 10.U
 Approved: MAR 13 2013
 TITLE:



RESOLUTION URGING ALL PARTIES IN THE JERSEY CITY MEDICAL CENTER LABOR NEGOTIATIONS TO BARGAIN IN GOOD FAITH AND TO REACH FAIR AND EQUITABLE LABOR AGREEMENTS

WHEREAS, the employees of the Jersey City Medical Center (JCMC) represented by labor unions AFSCME Locals 2254 and 3680, District 1199J of the National Union of Hospital and Health Care Workers, and IUOE Local 68, many of whom live in Hudson County, have been without negotiated labor contracts for an extended period of time; and

WHEREAS, JCMC declared an impasse in its labor negotiations and unilaterally implemented a contract offer that had been rejected by the employees' unions; by taking that action, JCMC rejected a request for a 60-day extension to negotiate in good faith with union representatives; and

WHEREAS, District 1 199J and the AFSCME Locals have filed unfair labor practice charges against JCMC and have alleged anti-union conduct by JCMC's management; and

WHEREAS, the Hudson County Board of Chosen Freeholders supports the right to fair wages and benefits for all workers; fair wages and benefits help develop sustainable communities that use increased earnings to benefit the local economy while substandard pay and benefits force a substantial number of employees to rely on government subsidies for healthcare, housing and food; the overall community also benefits when employee rights are protected and labor is fairly and justly compensated.

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

1. Support the efforts of JCMC workers to negotiate fair wages and benefits; and
2. Encourage all parties in the JCMC labor negotiations to enter into a cooling-off period followed by good faith bargaining to reach negotiated labor agreements that are fair and equitable.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Presidents of the labor unions representing JCMC workers, the Chief Executive Officer of JCMC and the Clerk of the City of Jersey City.

G:\WPDOCS\TOLONDA\RESOS\MISC\JCMC Labor Negotiations.wpdG:\WPDOCS\TOLONDA\RESOS\MISC\JCMC Labor Negotiations.wpd

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

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-173

Agenda No. 10.V

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY FIRE OFFICERS ASSOCIATION LOCAL 1064, AFL-CIO, CLC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Fire Officers Association Local 1064, AFL-CIO, CLC; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2013 through December 31, 2016; and

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Fire Officers Association Local 1064, AFL-CIO, CLC is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK
3/5/13

APPROVED: _____ *[Signature]* APPROVED AS TO LEGAL FORM _____

APPROVED: _____ *[Signature]* Business Administrator CORPORATION COUNSEL _____ *[Signature]* Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

INTER

MEMO

OFFICE**Department of Administration
Division of Management & Budget**

Date: March 6, 2013
To: Peter Brennan, President, Municipal Council
Members of the Municipal Council
From: Robert J. Kakoleski, Assistant Business Administrator
Terri Keller, Assistant Corporation Counsel
Subject: Fire Officers Local 1064 Memorandum of Understanding (January 1, 2013 – December 31, 2016)

Attached is a MOU with the Jersey City Fire Officers Association, Local 1064, I.A.F.F., AFL-CIO, CLC for a new four (4) year contract beginning January 1, 2013 and ending December 31, 2016. This deal was reached after six (6) plus months of negotiations between the Administration and the Union. The following is a summary of the economic and related items included in this package:

1. Contractual Changes for employees hired after May 1, 2011:

- New longevity schedule – maximum percentage is 12% (existing is 16%)
- Not eligible for “terminal leave” days
- Lowered vacation schedule to match benefit receiving as a Local 1066 member.

2. Contractual Changes for employees promoted into Local 1064 after January 1, 2013:

- Reduce annual “terminal leave” days from five (5) (or 3 depending on hire date) to one (1).
- Local 1066 “terminal leave” will be vested at time of promotion and cashed out at Local 1066 rate at retirement rather than Local 1064 rate. Only time earned as a Local 1064 member will be cashed out at Local 1064 rate.

3. Increase in Prescription Co-Pays:

- Effective 5/1/13 Brand Drugs increase from \$20 to \$22 (no change in generic - \$2)
- Effective 1/1/14 Brand Drugs increase from \$20 to \$23 (no change in generic - \$2)
- Effective 1/1/15 Brand Drugs increase from \$20 to \$24 (no change in generic - \$2)
- Mail Order (90 day supply) will be 2.0x the cost of a 30-day supply.
- Retiree “out of pocket” expenses will increase from \$1,082 per year to \$1,355 and will mirror the State Health Benefits Plan moving forward.

4. Uniform Allowance:

- January 2013: reduced from \$1,000 to \$500 annually
- February 2013: reduced from \$500 to \$0 annually
- Effective 1/1/14: \$750 will be added to base salary (one time only)

5. Human Growth Hormone (HGH):

The City will no cover prescriptions written for the purposes to enhance normal functions, anti-aging, memory enhancing or improvement of athletic performance unless there is a medical necessity.

6. Contractual Changes for ALL employees:

- Increased salary "steps" from 3 to 4 in rank of Captain
- Increased salary "steps" from 2 to 3 in rank of Battalion Chief
- Increased salary "steps" from 1 to 2 in rank of Deputy Chief
- Reduced starting salary for all ranks

7. Salary Increases:

January 1, 2013 – June 30, 2013	0%
July 1, 2013 – December 31, 2013	2.5%
January 1, 2014 - December 31, 2014	2.15% plus \$750
January 1, 2015 - December 31, 2015	2.25%
January 1, 2016 - December 31, 2016	1.95%

8. Miscellaneous:

- Created "compensatory buy-back" budget of \$250,000
- Amended "Acting Positions" allowing Department to use "acting" first in each rank rather than overtime to fill the initial open position.
- Created a matrix for filling "officer" vacancies via acting and officer positions.

If you have any questions or need additional on this contract, please give me a call.

c: Jack Kelly, Business Administrator
Rosemary McFadden, Mayor's Chief of Staff
William Matsikoudis, Corporation Counsel
file

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY

-AND-

JERSEY CITY FIRE OFFICERS ASSOCIATION

LOCAL 1064, I.A.F.F., AFL-CIO, CLC

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Fire Officers Association, Local 1064, I.A.F.F., AFL-CIO, CLC ("Local 1064") have agreed constitute the successor Agreement between the City and Local 1064 for the period of January 1, 2013 through December 31, 2016 (the "Agreement").

Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City. This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 1064.

Both parties understand that this Memorandum shall be null and void unless ratified by both sides on or before March 13, 2013.

Except as modified herein, the existing terms and conditions set forth in the 2009 through 2012 Local 1064 Agreement shall remain in full force and effect.

Article 3 DELETE-Paragraph-H

Article 8 MANAGEMENT RIGHTS

ADD-Paragraph-F. - A Fire Officer who submits paperwork (489's, overtime reports, and requests for training) through the chain of command shall receive a time stamped copy for his/her record.

Article 9 Work Week
ADD- Paragraph E- or Communication Division

Article 10

Vacations

ADD – Paragraph A (1) – All Fire Officers who were hired as Firefighters after May 1, 2011 shall receive the following vacations.

- Service Years 2 – 4 = six (6) twenty four (24) hour tours
- Service Years 5 – 10 = eight (8) twenty four (24) hour tours
- Service Years 11 – 15 = ten (10) twenty four (24) hour tours
- Service Years 16 – 24 = eleven (11) twenty four (24) hour tours
- Service Years 25 -29 = twelve (12) twenty four (24) hour tours
- Service Years 30+ = Thirteen (13) twenty four (24) hour tours

AMEND - Paragraph F (6) - Change Date from January 31st to April 15th

Article 11

Insurance & Benefits

AMEND – Paragraph G – Prescription Co-Pays, retail

- 5/1/13 - \$2 Generic/\$22 Brand Name
- 1/1/14 - \$2 Generic/\$23 Brand Name
- 1/1/15 - \$2 Generic/\$24 Brand Name

Mail Order – 2 times the retail cost (90 day supply is 2 times the amount of a 30 day retail supply).

- 5/1/13 \$4 generic/ \$44 Brand Name
- 1/1/14 \$4 generic/ \$46 Brand Name
- 1/1/15 \$4 generic/ \$48 Brand Name

Mail Order – 90 day Mail Order:

Rx Costing	\$1,000 - \$1,999 =	\$50 co-pay
	\$2,000 - \$2,999 =	\$100 co-pay
	\$3,000 plus =	\$150 co-pay

ADD: Human Growth Hormone (HGH) Prohibitions

The following describes the prohibition and special limitations for human growth hormone (HGH) :

HGH drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing, are **excluded from coverage**, unless medically necessary.

AMEND - Paragraph H – Officers who retire after January 1, 2013 shall be subject to the same maximum out-of-pocket CAP if said coverage was with the State Health benefits Plan. No other terms of the prescription plan provided by The State health benefits Plan for retirees shall apply to retirees under this contract.

AMEND – Uniforms (A) 1. Effective 1/1/13, Fire Officers will be provided with a sum of five hundred (\$500) dollars clothing maintenance payable on the first Thursday after the Council meeting in January.

(a)2. Effective 2/1/13, Fire Officers will no longer be entitled to clothing maintenance.

Article 20

Holidays & Compensatory Time Off

AMEND -Section A Paragraph 2-Of the six (6) remaining holidays, the Fire Officer may select to have any or all of the six (6) holidays paid at straight time rates, based upon 8.4 hours per holiday, during the month of December, or the Fire Officer may select to have any or all of the six (6) holidays used as compensatory days in the same manner as the eight (8) holidays referenced in Section 1 above. Fire officers must notify the Chief no later than October 31, the number of days they wish to be paid for in cash if less than 6 or if they choose not to receive holiday pay.

AMEND – Paragraph B-Officers assigned to the communications division shall be entitled to holidays based upon their work schedule. (Example, if the Fire Officer is working 5 eight hour days, then that Fire Officer will be entitled to a staff holiday schedule of 14 days. If the Fire Officer is assigned to any other schedule, such Fire Officer would be eligible for the same holidays as a Line Fire Officer.)

AMEND – Paragraph – F-New Year’s Day Night

AMEND –Paragraph-G. Holiday picks will be drawn a minimum of two (2) tours in advance.

DELETE – Paragraph H.

AMEND – Paragraph L. - The City shall permit Fire Officers of the bargaining unit to buy back compensatory time which they have accumulated on a system to be jointly developed by the Union and the City. The maximum annual obligation of the City under this system shall be two hundred fifty thousand dollars (\$250,000.00) per year.

Article 21

Salaries and Longevity

AMEND - Section A-

Effective 1/1/13 – 0%

Effective 7/1/13 – 2.5% base salary increase

Effective 1/1/14 - \$750 increase to all base salaries

Effective 1/1/14 – 2.15% base salary increase

Effective 1/1/15 – 2.25% base salary increase

Effective 1/1/16- 1.95% base salary increase

<u>Rank</u>	<u>1/1/13</u>	<u>7/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
Captain (Year 1)	102377	102377	105344	107714	109815
Captain (Year 2)	109377	109377	112495	115026	117269
Captain (Year3)	116377	116377	119645	122337	124723
Captain (Year 4)	121352(2012)	124386	127826	130703	133251
B/C (Year 1)	127743	127743	131256	134209	136826
B/C (Year 2)	133052	133052	136679	139754	142479
B/C (year 3)	132452	135763	139448	142586	145366
D/C (year 1)	142498	142498	146328	149620	152538
D/C (year 2)	149104	152832	156884	160414	163542

*** Captains promoted on 12/16/11 go to top step on 12/16/13

*** Captains promoted on 11/27/12 go to step 3 on 11/27/13

*** B/C promoted in 2012 goes to step 3 on 11/27/13

*** D/C promoted in 2012 goes to step 2 on 11/27/13

ADD – Paragraph B (1) – Longevity – All Fire Officers who were hired as Firefighters after May 1, 2011 shall receive the following longevity

Service Years 1 – 5	0%
Service Years 6 – 10	2%
Service Years 11 – 15	4%
Service Years 16 – 20	6%
Service Years 21 – 24	8%
Service Years 25 – 27	10%
Service Years 28plus	12%

Article 22 **Overtime Procedure and Recall**
DELETE – Paragraph J.

Article 26 **Terminal Leave**
ADD – Paragraph B(2) – All Fire Officers who were hired as Firefighters after May 1, 2011 will not receive a mandatory cash payment in lieu of time off for the number of years of service to the City.

ADD- Paragraph B (3) - " All Fire Officers promoted into the bargaining unit after 1/1/13, who were hired as Firefighters before May 1, 2011 who retire will receive a mandatory cash payment in lieu of time off for the number of years of service to the City based on One (1) calendar day for each year of service as a member of Local 1064 shall be paid at the time of retirement based upon the Fire Officer's salary at the time of retirement. All terminal leave earned as a member of Local 1066 shall be vested and paid at the time of retirement. This terminal leave time shall be paid at the then highest firefighter's base salary plus longevity existing at the time of the retirement of the Fire Officer."

Article 33 Acting Appointments

AMEND- Paragraph F- First Captain vacancy will be filled by an Acting Captain

Second Captain Vacancy will be filled by Overtime Captain

Third Captain Vacancy will be filled by an Acting Captain

Fourth Captain Vacancy will be filled by Overtime Captain

The Captain vacancies will be filled in this sequential order until the number of Acting Captains are four (4) in number, at which time any additional vacancies will be filled by overtime Captains.

AMEND- Paragraph I-
Chief Officer Vacancies

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC
----	--------------------	--------------------	--------------------	--------------------

VACANT VACANT VACANT VACANT VACANT

OVERTIME: 1 DEPUTY CHIEF, 2 BATTALION CHIEFS

ACTING: 2 ACTING BATTALION CHIEFS

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC
----	--------------------	--------------------	--------------------	--------------------

VACANT BC VACANT VACANT VACANT

OVERTIME: 1 DEPUTY CHIEF, 1 BATTALION CHIEF

ACTING: 2 ACTING BATTALION CHIEFS

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC
----	--------------------	--------------------	--------------------	--------------------

VACANT BC BC VACANT VACANT

OVERTIME: 1 BATTALION CHIEF

ACTING: 1 ACTING DEPUTY CHIEF, 2 ACTING BATTALION CHIEFS

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC
----	--------------------	--------------------	--------------------	--------------------

VACANT BC BC BC VACANT

OVERTIME: NONE

ACTING: 1 ACTING DEPUTY CHIEF, 2 ACTING BATTALION CHIEFS

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC
VACANT BC	BC	BC	BC	BC

OVERTIME: NONE

ACTING: 1 ACTING DEPUTY CHIEF, 1 ACTING BATTALION CHIEFS

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC
DC	BC	VACANT	VACANT	VACANT

OVERTIME: 1 BATTALION CHIEF

ACTING: 2 ACTING BATTALION CHIEFS

DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC
DC	BC	BC	VACANT	VACANT

OVERTIME: NONE

ACTING: 2 ACTING BATTALION CHIEFS

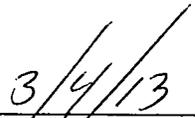
DC	1 ST BC	2 ND BC	3 RD BC	4 TH BC
DC	BC	BC	BC	VACANT

OVERTIME: NONE

ACTING: 1 ACTING BATTALION CHIEFS

The above matrix shall be utilized at all time, however in cases where an Acting chief Officer generates overtime in the Captain's rank, a Chief Officer shall be called in on overtime. Over a period of time a Battalion Chief should work 4 times as much as a Deputy Chiefs.


Peter Nowak, President 1064


Date 3/4/13


Robert J. Kakoleski, Asst Business Administrator


Terri Keller, Asst Corporation Counsel

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

City Clerk File No. Res. 13-174

Agenda No. 10.W

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Police Officers Benevolent Association; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2013 through December 31, 2016; and

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Police Officers Benevolent Association is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK
3/5/13

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

INTER

MEMO

Department of Administration Division of Management & Budget

OFFICE

Date: March 6, 2013
To: Peter Brennan, President, Municipal Council
Members of the Municipal Council
From: Robert J. Kakoleski, Assistant Business Administrator
Terri Keller, Assistant Corporation Counsel
Subject: POBA Memorandum of Understanding (January 1, 2013 – December 31, 2016)

Attached is a MOU with the Police Officers Benevolent Association for a new four (4) year contract beginning January 1, 2013 and ending December 31, 2016. This deal was reached after six (6) plus months of negotiations between the Administration and the Union. The following is a summary of the economic and related items included in this package:

1. Contractual Changes for employees hired after January 1, 2013:

- Increased salary "Step" guide from 7 years to 10 years to reach maximum base.
- Lowered starting salary from \$46,717 to \$37,000 and "Steps" (2-9) are lower than original 7. For every officer hired, the City will save a minimum of \$90,000 during the first nine (9) years of employment.
- A third (3rd) tier vacation schedule has been added with less available days off.
- Eliminated "terminal leave" days.
- Cannot convert vacation days into compensatory days (lowers days available for retirement payout).
- Any employee appointed "detective" within first 10 years of employment will receive a stipend of \$3,900 added to existing base as opposed to jumping immediately to the "detective step".
- New longevity schedule – maximum percentage is 12% (existing is 16%)

2. Increase in Prescription Co-Pays:

- Effective 5/1/13 Brand Drugs increase from \$20 to \$22 (no change in generic - \$2)
- Effective 1/1/14 Brand Drugs increase from \$20 to \$23 (no change in generic - \$2)
- Effective 1/1/15 Brand Drugs increase from \$20 to \$24 (no change in generic - \$2)
- Mail Order (90 day supply) will be 2.0x the cost of a 30-day supply.
- Retiree "out of pocket" expenses will increase from \$1,082 per year to \$1,355 and will mirror the State Health Benefits Plan moving forward.

3. Human Growth Hormone (HGH):

The City will no cover prescriptions written for the purposes to enhance normal functions, anti-aging, memory enhancing or improvement of athletic performance unless there is a medical necessity.

4. Salary Increases:

January 1, 2013 – June 30, 2013	0%
July 1, 2013 – December 31, 2013	2.5%
January 1, 2014 - December 31, 2014	2.3%
January 1, 2015 - December 31, 2015	2.25%
January 1, 2016 - December 31, 2016	1.95%

5. Miscellaneous:

- Increased optical benefit from \$100 to \$125
- Increased “compensatory buy-back” budget from \$250,000 to \$300,000

If you have any questions or need additional on this contract, please give me a call.

c: Jack Kelly, Business Administrator
Rosemary McFadden, Mayor’s Chief of Staff
William Matsikoudis, Corporation Counsel
file

MEMORANDUM OF AGREEMENT

**BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY
-AND-
JERSEY CITY POLICE OFFICERS BENEVOLENT OFFICERS ASSOCIATION**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Police Officers Benevolent Association (POBA) have agreed constitute the successor Agreement between the City and POBA for the period of January 1, 2013 through December 31, 2016 (the "Agreement").

Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City. This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of the POBA.

Both parties understand that this Memorandum shall be null and void unless ratified by both sides on or before March 13, 2013.

Except as modified herein, the existing terms and conditions set forth in the 2009 through 2012 POBA Agreement shall remain in full force and effect.

1. Article 11: Vacations

C(3). NEW PARAGRAPH

For all employees hired after 1/1/13 shall receive vacation allowance as follows:

0 - 1 Year	1 working day per month
2 - 4 Years	15 working days
5 - 10 Years	17 working days
11 - 29 Years	22 working days
30 plus years	30 working days

D(7) NEW PARAGRAPH

Employees hired after 1/1/13 are not eligible for option described in D(6) of this Article where an employee may exchange one (1) week of vacation for five (5) or seven (7) single use vacation days to be treated as compensatory time and subject to provisions of Article 17.

G. At no time may an employee accrue more than the maximum amount of vacation time allowed by this Article. The maximum number of days is equal to the total number of vacation days accrued in the current year plus the maximum accrued in the previous year. Any days in excess of this will be forfeited regardless of reason and without exception.

2. Article 13: Health, Insurance and Welfare

D. 1. Prescription Co-Pay from \$2/\$20 to:
5/1/13: \$2 generic/\$22 retail
1/1/14: \$2 generic/\$23 retail
1/1/15: \$2 generic/\$24 retail
2.0 mail order (90 day supply is 2 times (2.0) the amount of a 30 day supply)

2. The following describes the prohibition and special limitations for human growth hormone (HGH) :

HGH drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing, are **excluded from coverage**, unless medically necessary

3. Mail Order 90-Day Costs:
Rx Costing \$1,000-\$1,999 = \$50 co-pay
\$2,000-\$2,999 = \$100 co-pay
\$3,000 and up = \$150 co-pay

E. Increase retirees annual maximum out-of-pocket cap to \$1,355 (current SHBP max) per person for prescription drug co-payments. Also, the maximum will automatically increase as the SHBP increases.

G. Increase Optical from \$100 to \$125.

3. Article 17: Compensatory Time

Paragraph (8) Increase Compensatory buy back budget from \$250,000 to \$300,000 for members of the POBA

4. Article 20: Terminal Leave

Paragraph (A) - Add the following sentence..."Employees hired as police officers on or after January 1, 2013 shall not receive an additional terminal leave benefit upon retirement. These officers will only receive a mandatory cash payment in lieu of time off for any unused vacation time and compensatory time to a maximum of the final annual salary to which the Officer is entitled for his/her last year of employment."

5. Article 33: Salaries, Longevity and Service Differential

Employees hired **after** 1/1/13: See attached salary guide

Detective - any police officer hired after 1/1/13 and appointed to the position of detective will receive an additional \$3,900 added to their base salary for as long as he/she maintains the appointment. In their 11th year as a member of the POBA, these employees will receive the base salary of a senior detective in lieu of this stipend.

Salary percentage increases for Employees hired **prior** to 1/1/13:

<u>7/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
2.5%	2.30%	2.25%	1.95%

See attached salary guide

New Paragraph #9 . Officers sworn-in on or after November 1st of any calendar year will remain at the same salary step on the up coming January 1st. These officers will move up in salary step the following January 1st.

In the event that a successor agreement has not been negotiated prior to December 31, 2016, consistent with past practices and prior agreements all officers who are not at the maximum step (7th or 10th depending on date of hire) of the negotiated salary shall continue to move one step on the salary guide.

POCA PROPOSED SALARY GUIDE

2/27/2013

Hired after 1/1/13

<u>STEPS</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
1	\$37,000	\$37,000	\$37,000	\$37,000
2	\$45,000	\$45,000	\$45,000	\$45,000
3	\$53,000	\$53,000	\$53,000	\$53,000
4	\$61,000	\$61,000	\$61,000	\$61,000
5	\$69,000	\$69,000	\$69,000	\$69,000
6	\$75,000	\$75,000	\$75,000	\$75,000
7	\$80,000	\$80,000	\$80,000	\$80,000
8	\$84,000	\$84,000	\$84,000	\$84,000
9	\$88,000	\$88,000	\$88,000	\$88,000
10	\$94,049	\$96,212	\$98,377	\$100,295

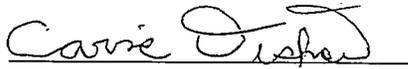
Hired prior 1/1/13

<u>2012</u>	<u>STEPS</u>	<u>2.500%</u> <u>Jul-13</u>	<u>2.300%</u> <u>1/1/2014</u>	<u>2.250%</u> <u>1/1/2015</u>	<u>1.950%</u> <u>1/1/2016</u>
\$ 45,578	1	\$46,717	\$47,792	\$48,867	\$49,820
\$ 56,276	2	\$57,683	\$59,010	\$60,337	\$61,514
\$ 64,731	3	\$66,349	\$67,875	\$69,403	\$70,756
\$ 68,401	4	\$70,111	\$71,724	\$73,337	\$74,767
\$ 73,306	5	\$75,139	\$76,867	\$78,596	\$80,129
\$ 81,818	6	\$83,863	\$85,792	\$87,723	\$89,433
\$ 91,755	7	\$94,049	\$96,212	\$98,377	\$100,295
\$ 95,695	Det	\$98,087	\$100,343	\$102,601	\$104,602

Longevity Schedule for employees hired after 1/1/13:

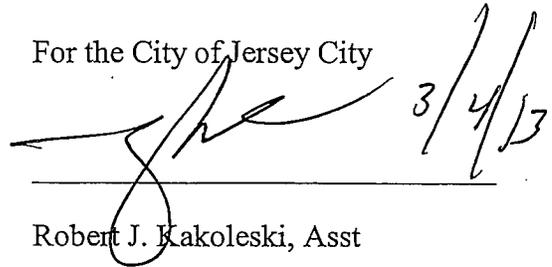
<u>Beginning First Day of Year</u>	<u>Through Last Day of Year</u>	<u>Percentage of Base Pay</u>
6	10	2
11	15	4
16	20	6
21	24	8
25	27	10
28	Each thereafter	12

For Jersey City POBA



Carmine Disbrow, President POBA

For the City of Jersey City



Robert J. Kakoleski, Asst

Business Administrator



Vincent Disbrow, Vice-President POBA



Terri Keller, Assistant Corporation
Counsel

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

City Clerk File No. Res. 13-175

Agenda No. 10.X

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Police Superiors Officers Association; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City, to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2013 through December 31, 2016; and

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Police Superiors Officers Association is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK
3/5/13

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0
3.13.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

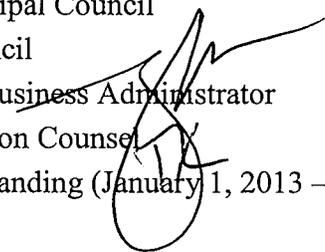
 Robert Byrne, City Clerk

INTER

MEMO

OFFICE**Department of Administration
Division of Management & Budget**

Date: March 6, 2013
To: Peter Brennan, President, Municipal Council
Members of the Municipal Council
From: Robert J. Kakoleski, Assistant Business Administrator
Terri Keller, Assistant Corporation Counsel
Subject: PSOA Memorandum of Understanding (January 1, 2013 – December 31, 2016)



Attached is a MOU with the Police Superior Officers Association for a new four (4) year contract beginning January 1, 2013 and ending December 31, 2016. This deal was reached after six (6) plus months of negotiations between the Administration and the Union. The following is a summary of the economic and related items included in this package:

1. **Contractual Changes for employees hired after January 1, 2013:**
 - New longevity schedule – maximum percentage is 12% (existing is 16%)
 - Eliminated “terminal leave” days
2. **Contractual Changes for employees hired after February 17, 2003:**
 - Increased vacation schedule to match schedule they had as members of the POBA
 - Cannot convert vacation days into compensatory days (lowers days available for retirement payout).
3. **Contractual Changes for employees promoted into PSOA after January 1, 2013:**
 - Created three (3) “Steps” per rank (Sergeant, Lieutenant and Captain) and lowered starting salaries for each.
 - Reduce annual “terminal leave” days from five (5) (or 3 depending on hire date) to one (1).
 - POBA “terminal leave” will be vested at time of promotion and cashed out at POBA rate at retirement rather than PSOA rate. Only time earned as a PSOA member will be cashed out at PSOA rate.
4. **Increase in Prescription Co-Pays:**
 - Effective 5/1/13 Brand Drugs increase from \$20 to \$22 (no change in generic - \$2)
 - Effective 1/1/14 Brand Drugs increase from \$20 to \$23 (no change in generic - \$2)
 - Effective 1/1/15 Brand Drugs increase from \$20 to \$24 (no change in generic - \$2)
 - Mail Order (90 day supply) will be 2.0x the cost of a 30-day supply.
 - Retiree “out of pocket” expenses will increase from \$1,082 per year to \$1,355 and will mirror the State Health Benefits Plan moving forward.

5. Uniform Allowance:

- 2013: reduced from \$1,350 to \$675 annually
- 2014: reduced from \$675 to \$350 annually
- Effective 1/1/14: \$750 will be added to base salary (one time only)

6. Human Growth Hormone (HGH):

The City will no cover prescriptions written for the purposes to enhance normal functions, anti-aging, memory enhancing or improvement of athletic performance unless there is a medical necessity.

7. Salary Increases:

January 1, 2013 – June 30, 2013	0%
July 1, 2013 – December 31, 2013	2.5%
January 1, 2014 - December 31, 2014	2.15% plus \$750
January 1, 2015 - December 31, 2015	2.25%
January 1, 2016 - December 31, 2016	1.95%

8. Miscellaneous:

- Increased optical benefit from \$100 to \$125
- Increased “compensatory buy-back” budget from \$250,000 to \$300,000
- Removed the rank of “Police Inspector” from union.
- Reduced mandatory court overtime hours from 4 to 3 hours per appearance

If you have any questions or need additional on this contract, please give me a call.

c: Jack Kelly, Business Administrator
Rosemary McFadden, Mayor’s Chief of Staff
William Matsikoudis, Corporation Counsel
file

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY

-AND-

JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Police Superior Officers Association (PSOA) have agreed constitute the successor Agreement between the City and PSOA for the period of January 1, 2013 through December 31, 2016 (the "Agreement").

Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City. This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of the PSOA.

Both parties understand that this Memorandum shall be null and void unless ratified by both sides on or before March 13, 2013.

Except as modified herein, the existing terms and conditions set forth in the 2009 through 2012 PSOA Agreement shall remain in full force and effect.

- 1.** The City proposes removal of any and all references, including but not limited to salary, for the rank "Police Inspector" from the new collective bargaining agreement.

- 2.** **Article 9: Vacations**

Section 3(b) - for all employees hired on or after February 17, 2003, the vacation allowance will be as follows:

0 - 1 Year	1 day per month of employment
2 - 4 Years	15 working days per year
5 - 7 Years	17 working days per year
8 - 14 Years	22 working days per year
15 - 29 Years	23 working days per year
Start of 30 th Yr	25 working days per year

Current members of the PSOA who qualify for this vacation allowance will receive the proper allocation as of 1/1/13. There will be NO retroactive correction of any member's vacation allowance prior to 1/1/13.

Section 4(F) - Amended to state any employee receiving vacation in accordance to Section 3(b) of Article 9 not eligible for the benefits listed in Section 4(F).

3. Article 10: Health, Insurance and Welfare

Section 3(B) 1. Prescription Co-Pay from \$2/\$20 to:

RETAIL

5/1/13 - \$2 Generic/\$22 Brand

1/1/14 - \$2 Generic/\$23 Brand

1/1/15 - \$2 Generic/\$24 Brand

MAIL ORDER – 2.0x retail cost (*90 day supply is 2 times the amount of a 30 day retail supply*)

2. The following describes the prohibition and special limitations for human growth hormone (HGH) :

HGH drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing, are **excluded from coverage**, unless medically necessary.

3. Mail Order 90-Day Costs:

Rx Costing \$1,000-\$1,999 = \$50 co-pay

 \$2,000-\$2,999 = \$100 co-pay

 \$3,000 and up = \$150 co-pay

(C) For any member who retires after 1/1/13, this agreement increases retirees annual maximum out-of-pocket cap to \$1,355 (current SHBP max) per person for prescription drug co-payments. Also, the maximum will automatically increase as the SHBP increases.

Section 5 Increase Optical from \$100 to **\$125**.

4. Article 13: Compensatory Time

Section 1 (H) Increase Compensatory buy back budget from \$250,000 to \$300,000 for members of the PSOA.

5. Article 14: Overtime

Section 2 - Reduce minimum from four (4) to (3) hours

6. Article 15: Clothing Allowance

Effective 1/1/13 - Reduce from \$1350 to \$675 payable in January.

Effective 1/1/14 - Reduce from \$675 to \$350 payable in January.

7. Article 16: Terminal Leave

Section 1 - "Employees who retire shall be granted terminal leave upon retirement in accordance guidelines listed in Section 2 of this Article.

Section 2 - A. Terminal Leave calculation will be based on five (5) calendar days for those hired prior to 8/7/96.

B. Terminal Leave calculation will be based on three (3) calendar days for those hired after 8/7/96 and a member of the PSOA prior to 1/1/13.

C. Terminal Leave calculation will be based on one (1) calendar day for those promoted into the PSOA after 1/1/13. At retirement, these days will be paid at their PSOA rate. All terminal leave days (as defined in Section 3) earned prior to promotion as a POBA member will be vested and paid upon retirement at the POBA rate of pay at the time of retirement.

D. Anyone hired after 1/1/13 will earn zero (0) days for terminal leave calculation purposes. All terminal leave days (as defined in Section 3) earned prior to promotion as a POBA member will be vested and paid upon retirement at the POBA rate of pay at the time of retirement. Also, the maximum payout for unused vacation and compensatory days accrued will not exceed member's final annual salary.

8. Article 21: Salaries, Longevity and Service Differential

Section 1. For Existing PSOA Members:

7/1/13 - 2.5%

1/1/14 - 2.15% (plus \$750 added to base prior to calculation)

1/1/15 - 2.25%

1/1/16 - 1.95%

**For Members not currently in PSOA but promoted in after 1/1/13:
SEE ATTACHED**

Section 2. B. Longevity Payments for those hired after 1/1/13

Service Years 1 – 5	0%
Service Years 6 – 10	2%
Service Years 11 – 15	4%
Service Years 16 – 20	6%
Service Years 21 – 24	8%
Service Years 25 – 27	10%
Service Years 28plus	12%

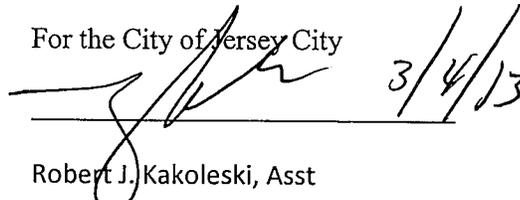
Note: Current "B" should be re-labeled "C"

For Jersey City PSOA



Robert Kearns, President PSOA

For the City of Jersey City



Robert J. Kakoleski, Asst
Business Administrator



Terri Keller, Assistant Corporation Counsel

**FOR MEMBERS PROMOTED INTO PSOA AFTER 1/1/13
SALARY STEP SCHEDULE**

** -\$750 added to 2013 for 2014*

	<u>2012</u>	<u>2.50%</u> <u>Jul-13</u>	<u>2.15%</u> <u>2014</u>	<u>2.25%</u> <u>2015</u>	<u>1.95%</u> <u>2016</u>
sgt - exist	\$109,510	\$112,248	\$115,427	\$118,024	\$120,326

Step Sgt

1	\$97,929	\$100,034	\$102,285	\$104,280
2	\$104,710	\$106,961	\$109,368	\$111,501
3	\$112,248	\$115,427	\$118,024	\$120,326

	<u>2012</u>	<u>Jul-13</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
lt - exist	\$120,901	\$123,924	\$127,354	\$130,219	\$132,759

Step lt

1	\$118,750	\$121,303	\$124,032	\$126,451
2	\$121,250	\$123,857	\$126,644	\$129,113
3	\$123,924	\$127,354	\$130,219	\$132,759

	<u>2012</u>	<u>Jul-13</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
capt - exist	\$132,016	\$135,316	\$138,992	\$142,119	\$144,890

Step capt

1	\$129,250	\$132,029	\$135,000	\$137,632
2	\$132,250	\$135,093	\$138,133	\$140,827
3	\$135,316	\$138,992	\$142,119	\$144,890

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

City Clerk File No. Res. 13-176

Agenda No. 10.Y

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC. TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS BLOCK 24903, LOT 16 ALSO KNOWN AS 125 MARTIN LUTHER KING DRIVE

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

WHEREAS, the City of Jersey City (City) owns real property known as Block 24903, Lot 16 also known as the Fulton Avenue Park located at 125 Martin Luther King Drive (Property); and

WHEREAS, PPG Industries, Inc., a Pennsylvania Corporation (PPG), whose address is 1 PPG Place, Pittsburgh, Pennsylvania 15272, entered into an Administrative Consent Order (ACO) on July 19, 1990 with the New Jersey Department of Environmental Protection (DEP), and a Partial Consent Judgment effective June 26, 2009 pursuant to which PPG may have to perform certain environmental investigations and remedial work on and in the Property relative to the potential presence of chromate chemical processing waste ("CCPW"); and

WHEREAS, PPG requests the City permission to enter the Property for the purpose of performing environmental testing to determine the presence of CCPW and any associated environmental remediation work as may be required by the DEP; and

WHEREAS, PPG needs access to the Property to comply with the DEP's ACO and the Partial Consent Judgment which establishes a five year schedule for remediation; and

WHEREAS, PPG desires to enter into a license agreement with the City for a term of ninety (90) days effective March 14, 2013; and

WHEREAS, PPG agrees to execute the license agreement attached hereto.

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

1. PPG, its contractors and agents are authorized to enter onto the property for the purpose of performing the activities described in the license agreement attached hereto;
2. subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and
3. the term of the license agreement shall be ninety (90) days effective March 14, 2013.

IW/he
03/04/13

APPROVED: _____

APPROVED: _____
Business Administrator

02013046

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of March, 2013 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licenser") and PPG Industries Incorporated, a Pennsylvania Corporation (hereinafter referred to as "Licensee" or "PPG"), whose address is 1 PPG Place, Pittsburgh, Pennsylvania 15272. Licenser is the owner of property designated on City tax map as Block 24903, Lot 16, and more commonly known as the Fulton Avenue Park located at 125 Martin Luther King Drive (hereinafter referred to as the "Premises").

By this Agreement, the City grants permission to the Licensee to enter onto the Premises for the purpose of performing an environmental investigation of the soil with respect to the presence of chromate chemical processing waste ("CCPW") and performing any required environmental remediation work if the Premises are found to be impacted by CCPW at levels exceeding New Jersey Department of Environmental Protection ("DEP") established soil cleanup criteria. Licensee, and/or its employees, contractors or agents, are permitted to enter the Premises, including the interior of any structure thereon, for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

PPG entered into an Administrative Consent Order (ACO) on July 19, 1990 with the DEP, pursuant to which PPG may have to perform certain testing, soil borings, groundwater testing and monitoring and remedial work relative to the potential presence of CCPW, as approved by DEP and acceptable to PPG, on and in the Premises.

1. The term of this Agreement is for a period of Ninety (90) days effective from the date, March 14, 2013.
2. The Licensee shall be permitted to use the Premises for the following activities:
 - a) perform a soil boring/probe hole investigation of the Premises and ground water monitoring and testing;
 - b) perform any and all environmental work and testing necessary to remediate the Premises if it is found to be contaminated by CCPW and requires remediation as determined by the DEP and PPG; and
 - c) provide copies of all validating sampling data to the City;

Licenser shall take whatever steps are necessary to make the site accessible to PPG and its agents, employees or independent contractors. The use of the Premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

3. The permission hereby granted for use of the Premises may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Premises which occurred on or prior to the date of revocation.
4. Any damage to property owned by or under the jurisdiction of the City resulting from the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.
5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the Premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
7. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
8. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
9. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
10. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

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

12. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the Premises. Licensee will supply the City with a copy of its insurance liability policy. The type and amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the Premises shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

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

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

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

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

Licensor: Rodney Hadley, Director
Department of Public Works
Public Works Complex
575 Route 440
Jersey City, N.J. 07305
Telephone No. (201) 547-4402

Licensee: Brian McGuire
Manager, Environmental Projects
PPG Industries, Inc.
PO Box 2009
4325 Rosanna Drive

Allison Park, PA 15101-2009
With copies to:

Joseph F. Lagrotteria, Esq.
LeClairRyan, PC
1 Riverfront Plaza, 16th Floor
Newark, NJ 07102

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the Premises for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.
18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.
19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.
20. This Agreement shall terminate June 12, 2013.
21. All validating sampling data will be supplied to Licensor by PPG. Notwithstanding anything else to the contrary contained in this Agreement, and for the avoidance of doubt, PPG shall not be obligated to provide any report, data or other information to Licensor unless and until it has been validated.

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

AGREED to this _____ day of _____, 2013

PPG INDUSTRIES, INC.
(Licensee)

CITY OF JERSEY CITY

By: _____
Name:
Title:

By: _____
John Kelly
Business Administrator

Attest: _____
Name:
Title:

Attest: _____
Robert Byrne
City Clerk

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

City Clerk File No. Res. 13-177

Agenda No. 10.Z

Approved: MAR 13 2013

TITLE:



RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 414 a/k/a 9901 LOT C a/k/a 5 ADDRESS 375 FIFTH STREET.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City on June 28, 1983 sold the above property not needed for public use to: Urmila Gupta, 398 Ege Avenue, Jersey City, New Jersey 07304; and

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

WHEREAS, on November 17, 1983, the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by Resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale are fully complied with; and

WHEREAS, the Construction Official, Michael Regan, has signed and issued a Certificate of Occupancy on Block 414 a/k/a 9901 Lot C a/k/a 5 also known as 375 Fifth Street indicating that the property was renovated in compliance with the conditions of sale which were adopted by the Municipal Council on May 26, 1983; and

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

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

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

1. The City finds and declares that all the terms and conditions of sale contained in the Resolution adopted by the governing body of the City of Jersey City on May 26, 1983 have been complied with; and
2. Block 414 a/k/a 9901 Lot C a/k/a 5 Address 375 Fifth Street is hereby released from any and all restrictions; and
3. The Mayor is hereby authorized to execute this Resolution and a notary public notarized the acknowledgement contained herein in accordance with Law so that same may be recorded in the Hudson County Register's Office.

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

WHITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Jerramiah T. Healy, Mayor

0 2 0 1 3 0 3 1

City Clerk File No. Res. 13-177

Agenda No. 10.Z MAR 13 2013

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 414 a/k/a 9901 LOT C a/k/a 5 ADDRESS 375 FIFTH STREET.

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

Sworn and subscribed to
Before me this _____ day
of _____ 20

Notary Public

Robert Byrne, City Clerk

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

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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



GERALD MCCANN
MAYOR
CITY OF JERSEY CITY

DEPARTMENT OF
Housing & Economic Development
Office of The Construction Official
Michael J. Regan, Construction
26 Journal Square, 4th Floor, Jersey City, N.J. 07310
(201) 547-5055



CERTIFICATE

Date Issued 9/4/91
Permit # 0009926

IDENTIFICATION

Block 414 Lot C
Work Site Location 375 8TH STREET
JERSEY CITY, NEW JERSEY
Owner in Fee Urnula Gupta
Address 2449 Kennedy Boulevard
Jersey City, New Jersey
Tele. (201) 451-4446
Contractor L & T Builders
Address 1803 Hindene Street
Oakhurst, New Jersey
Tele. (201) 531-9454
Lic. No. or Bldrs. Reg. No. # 4743
Federal Emp. No. _____
or Social Security No. _____

Home Warranty No. _____
Use Group R-2
Maximum Live Load 40 #psf
Description of Work/Use: Minor renovation to existing six family residential building as per building, plumbing and electrical permits...

Cost of construction.....\$21,500.00
Type of Warranty Plan: [] State [] Private
Construction Classification _____
Maximum Occupancy Load _____

CERTIFICATE OF OCCUPANCY/APPROVAL

CERTIFICATE OF OCCUPANCY

This serves notice that said building, structure, or equipment has been constructed or installed in accordance with the New Jersey Uniform Construction Code, and is approved for use and/or occupancy.

CERTIFICATE OF APPROVAL

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

TEMPORARY CERTIFICATE OF OCCUPANCY

If this is a Temporary Certificate of Occupancy the following conditions must be met no later than _____, 19____ or the owner will be subject to a fine or order to vacate:

Fee \$ 150.00
Paid [] Check No. 1571
Collected by: _____

CONSTRUCTION OFFICIAL

Michael J. Regan 9-5-91

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

City Clerk File No. Res. 13-178

Agenda No. 10.Z.1

Approved: MAR 13 2013

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 394 PACIFIC AVENUE A/K/A BLOCK 19001, LOT 20**



COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Luz C. Liberato and Julia M. Liberato, the owners of 394-394A Pacific Avenue a/k/a Block 19001, Lot 20 f/k/a Block 2075, Lot 32, participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

WHEREAS, the owners received a \$52,000 loan from the City on January 28, 1993 for the purpose of financing the purchase of a two-family residential unit; and

WHEREAS, the City's loan self-amortizes provided that the homeowners reside in the property and does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

WHEREAS, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

WHEREAS, the City's loan was recorded as a second mortgage against the property; and

WHEREAS, the owners desire to refinance the first mortgage in order to obtain lower monthly mortgage payments and additional loan funds; and

WHEREAS, in order to obtain the new mortgage, JP Morgan Chase, its successors and/or assigns, requires that the City's mortgage be made subordinate to its first mortgage; and

WHEREAS, the amount of the new loan is \$74,690.00; and

WHEREAS, even though the twenty (20) year restricted period has expired, the City cannot discharge its mortgage because of the recapture provision in the mortgage, therefore, the City's lien shall remain in second lien position; and

WHEREAS, the City by its Department of Housing and Economic Development has determined that the value of the property supports the amount of the new loan and the City's loan; and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

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 mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 394-394A Pacific Avenue, also known as Block 19001, Lot 20 f/k/a Block 2075, Lot 32, to the interests of a new first mortgage with JP Morgan Chase.

IW/he
03/04/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

02013039

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.13.13				APPROVED 8-0							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-179

Agenda No. 10.Z.2

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE SUBORDINATION OF THE CITY'S MORTGAGE TO A NEW FIRST MORTGAGE AFFECTING PROPERTY KNOWN AS 151-155 MARTIN LUTHER KING DRIVE A/K/A BLOCK 24905, LOT 24 F/K/A BLOCK 1327, LOT 13.99

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Community Asset Preservation Alliance of Jersey City #3 (CAPA #3), the owner of Block 24905, Lot 24, formerly Block 1327, Lot 13.99, a/k/a 151-155 Martin Luther King Drive (Property), executed a mortgage under the Neighborhood Stabilization Program (NSP) with the City of Jersey City (City) and New Jersey Department of Community Affairs in the amount of \$632,944 on February 22, 2013; and

WHEREAS, in addition, CAPA #3 executed a NSP mortgage in the amount of \$88,499 with the City and the United States Department of Housing & Urban Development (HUD) on February 22, 2013; and

WHEREAS, the NSP funds are allocated to CAPA #3 for the purposes of acquisition and the rehabilitation of the Property into rental dwelling units for affordable households for a minimum period of twenty (20) years; and

WHEREAS, the City's mortgages will be recorded as second and third liens against the Property; and

WHEREAS, CAPA #3 desires to apply for additional loan funds with Community Loan Fund of New Jersey to assist with the rehabilitation of the Property; and

WHEREAS, the new lender, Community Loan Fund of New Jersey, its successors and/or assigns requires that the City's mortgages be made subordinate to its loan; and

WHEREAS, the new first mortgage amount will be \$450,000; and

WHEREAS, the City's liens will remain in second and third lien positions; and

WHEREAS, the City by its Division of Community Development has reviewed the request for the City to subordinate its mortgages to the loan of Community Loan Fund of New Jersey and recommends that the City agree to the subordination even though the value of the property does not support the amount of the new loan and the City's mortgages because the funds will be used to create additional affordable housing rental units in Jersey City.

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 mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's liens affecting 151 -155 Martin Luther King Drive, Jersey City also known as Block 24905, Lot 24 formerly Block 1327, Lot 13.99 to the interests of the new first mortgage of Community Loan Fund of New Jersey.

IW/he
3/5/13

02013040

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-180

Agenda No. 10.Z.3

Approved: MAR 13 2013



TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 330 BERGEN AVENUE A/K/A BLOCK 21102, LOT 4**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Hicham Khadir, the owner of 330 Bergen Avenue a/k/a Block 21102, Lot 4 f/k/a Block 1980, Lot 27, participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

WHEREAS, the owner received a \$54,545.00 HOME loan from the City on March 23, 2007 for the purpose of financing the purchase of a one-family residential unit; and

WHEREAS, the HOME loan was recorded as a second mortgage against the property; and

WHEREAS, in addition, on March 23, 2007, the owner received an Affordable Housing Trust Fund mortgage from the City in the amount of \$13,310.00, which was recorded as a third mortgage against the property; and

WHEREAS, the City's mortgages self-amortize provided that the homeowner resides in the property and does not sell the property and the property remains affordable to low and moderate income households during the restricted period of thirty (30) years; and

WHEREAS, the owner desires to refinance his first mortgage of \$111,453 with Bank of America, in order to obtain a lower interest rate and lower monthly mortgage payments; and

WHEREAS, in order to obtain the new mortgage, Greenlight Financial Services, its successors and/or assigns, requires that the City's mortgages be made subordinate to its first mortgage; and

WHEREAS, the amount of the new first loan is \$106,500.00; and

WHEREAS, the City by its Division of Community Development has reviewed the request for the City to subordinate its mortgages to the loan of Greenlight Financial Services and recommends that the City agree to the subordination even though the value of the property does not support the amount of the new loan and the City's mortgages to assist the owner in obtaining a lower interest rate on the first mortgage.

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 mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's liens affecting 330 Bergen Avenue, also known as Block 21102, Lot 4 f/k/a Block 1980, Lot 27, to the interests of a new first mortgage with Greenlight Financial Services.

JW/hc
02/28/13

0 2 0 1 3 0 4 1

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator
 _____ Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-181

Agenda No. 10.Z.4

Approved: **WITHDRAWN**

TITLE:



RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY NOT NEEDED FOR PUBLIC USE

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City (hereinafter referred to as the "City") is the Owner of the following property; and

WHEREAS, said property is not needed for public use; and

WHEREAS, the City is authorized to sell any such property by public sale to the highest bidder pursuant to N.J.S.A. 40A:12-13 et seq; and,

WHEREAS, it is in the best interest of the City that a public auction be held for such property;

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

1. The property listed below is hereby offered for public sale to the highest bidder at no less than the minimum price set forth herein, subject to the conditions hereinafter as set forth and subject to the terms and conditions of a contract of sale to be executed by the parties, at the **Council Caucus Room, City Hall, 280 Grove Street, Jersey City, New Jersey on Wednesday, April 10, 2013 at 10:00 A.M. in the forenoon.**
2. The sale shall be conducted by the Department of Administration, Real Estate Office of the City of Jersey City or by persons designated by the Business Administrator.
3. The sale shall be made subject to:
 - (a) such state of facts which an accurate survey may disclose;
 - (b) easements and restrictions of record, if any;
 - (c) tenancies, leaseholds, and rights of persons in possession;
 - (d) all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property, its use and occupation;
 - (e) **Certificate of Occupancy** issued by the Division of Building;
 - (f) **Affordability Requirements/Controls**, the Units were renovated with the assistance of HOME funds, and shall be subject to a deed restriction requiring that the units remain affordable, as determined by HUD, for a period of not less than 20 years;
 - (g) **Occupancy**, all initial and subsequent sales, rentals and occupancy of these Home funded units shall be to low and very low income households in accordance with the HOME program CFR Part 92:252 rules and the Affordable Housing Development Agreement;
 - (h) **Rental Units Requirements**: Property Standards - All rental units must meet all the requirements of the City's local codes and standards and be maintained at levels no less than those required according to U.S. Department of Housing and Urban Development Section 8 Housing Quality Standards (HQS);

WITHDRAWN

TITLE: **RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE**

- (i) **Rents (Initial/Future)** HUD provides the following maximum HOME rent limits. The maximum rents are the lesser of:
 - 1) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.11; or
 - 2) A rent that does not exceed 30% of the adjustable income of a family whose annual income equals 65% of the media income of the area as determined by HUD with adjustments for the number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

There are two HOME rents used in the HOME program.

High HOME Rents. Maximum HOME rents are the lesser of:

The Section 8 Fair Market Rents (FMRs) (or area-wide exception rents) for existing housing

OR

Thirty (30) percent of the adjusted income of a family whose annual income equals 65 percent of median income.

Low HOME Rents. For properties with five or more HOME-assisted units, at least 20 percent of HOME-assisted units must have rents, which are no greater than:

Thirty (30) percent of the tenant's monthly adjusted income.

OR

Thirty (30) percent of the annual income of a family whose income equals 50 percent of median income (Low HOME Rent).

OR

If a project has a federal or state project-based rental subsidy and the tenant pays no more than 30 percent of his or her adjusted income toward rent, the maximum rent may be the rent allowable under the project-based rental subsidy program.

- (j) **Renter Record Review**, a review of renter records by the City or its designated official shall be conducted annually in accordance with the requirements of the HOME program 24 CFR Part 92.

The owner of these units upon written request shall allow the City or its designee to examine these records including but not limited to information on current rents and utility charges.

If upon annual audit of renter records detailed in this section, the renter in HOME assisted units becomes income ineligible during their tenancy, the owner shall be required to charge 30% of the tenants' gross income for rent.

The additional rent must be used to cover operating costs up to a 5% increase over maximum rent. All other amounts shall be repaid to the City on a quarterly basis. No tenant shall be evicted if their income increases above the low income maximum.

WITHDRAWN

TITLE: **RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE**

An annual recertification of tenant income shall be conducted by the City or its designee of the HOME assisted units. The owner of these units shall ensure that adequate documentation for certification is provided by the tenants for examination by the City officials or its designee.

1) In General

In the event of any default or violation the purchaser shall, upon written notice from the City, proceed to immediately remedy the default or violation, in thirty (30) days after receipt of such notice.

2) Automatic Reversion

If after the thirty day period of the notice of violation, the purchaser fails to correct the violations/default, the title to the property shall automatically revert and become vested in the City of Jersey City.

(k) **Covenants Running With Land**

The covenants contained herein shall run with the lands and be construed as running with the lands, and the same shall be binding upon the parties hereto, their heirs, assignees and successors in title or in interest for the duration of the restricted period.

4. The property herein described, or any part thereof, are sold "as is" and without any representation or warranty, either expressed or implied, as to their present condition.
 - (a) Prospective purchasers are put on notice that the City's records as to any code violations may not be accurate or up to date and the City expressly makes no representations as to such violations.
 - (b) Purchasers will be given an opportunity to inspect the property prior to the auction to ascertain the condition of the property.
 - (c) It shall not be grounds to nullify the contract of sale if the purchaser discovers or is notified of any code violations after the sale.
5. In the event that the State of New Jersey or any upland owner shall have any rights or claims on the land being sold herein by reason of a riparian interest or otherwise, such claims are to be paid for and borne by the purchaser, in addition to the sale price which is bid for said property.
6. All prospective purchasers are put on notice to consult the Water and Sewerage Department for existing facilities.
7. The purchase price for such properties shall be paid by any of the following methods:
 - (a) By payment to the City of Jersey City in cash, money order, bank check or certified check the full purchase price immediately after the conclusion of the bidding for a specific property.
 - (b) By payment to the City of Jersey City immediately after the conclusion of the bidding for a specific property twenty (20%) percent of the minimum bid price by cash, money order, bank check or certified check.

WITHDRAWN

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE**

- (c) The balance of the purchase price is to be paid by certified check, money order or bank check within two (2) months of the date of Confirmation of Sale.
 - (d) If the purchaser fails to pay the balance of the purchase price within two (2) month time limit, the sale to the purchaser is automatically canceled and the deposit shall be forfeited.
8. Purchaser may at its option arrange for a report on title before closing. Within thirty (30) days after the confirmation of sale by the governing body, purchaser shall notify the City in writing of any defects of title which may render title unmarketable. Marketable title is defined herein to mean title which a title company authorized to do business in the State of New Jersey is willing to insure at regular rates. Upon confirmation of such notice, the City shall refund purchaser's entire purchase price without interest and neither party shall have any further obligation or claim under this contract. If the purchaser fails to notify the City in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
9. Upon conveyance of deed and notice of termination:
- (a) Upon delivery of deed, the purchaser shall be entitled to receive all rents and profits from the property and shall be liable for and make payment to the City for all real property taxes, water and sewerage charges, or other assessments against said properties;
 - (b) The purchaser may not use the property as a residence either for him/herself, until he or she has **both**
 - (I) repaired, altered or improved the property so that it complies with the Jersey City Property Maintenance Code and Construction Code and any applicable State and Federal Codes; and,
 - (II) obtained either a temporary or permanent Certificate of Occupancy by the City of Jersey City Construction Official.
10. Upon the date of delivery of deed to the purchaser, risk of loss or damages to the property by fire, storm, burglary, vandalism or other casualty shall be assumed by the purchaser, who shall be completely responsible therefore without any claim against the City. The purchaser shall not be released, by reason of any such loss or damage to the property from any obligation hereunder and shall at his/her own expense properly repair and restore same, without limiting the obligations of the purchaser hereunder, the proceeds of any insurance coverage provided by the purchaser, shall be made available to the purchaser for such repair or restoration. Further, from the date of contract of the sale the purchaser shall release the City from and shall covenant and agree that the City shall not be liable for and shall indemnify and hold the City harmless against any loss or damage to property or injury to or death defect in the property to be conveyed or, arising from any neglect of the City or any construction or rehabilitation performed on the property prior to the date of delivery of deed.
11. If purchaser fails to pay the purchase price when due or within a time as extended or fails to comply with any term of this contract, the Division of

WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE

Real Estate may at its option rescind the contract or sue purchaser for any damages accruing or both. The City's failure to exercise any right or power arising out of purchaser's breach of this contract, shall not be deemed a waiver.

12. The highest bid shall be made subject to acceptance or rejection by the governing body, but the acceptance or rejection therefore shall be made not later than the second regular meeting of the governing body following the sale, and if the governing body shall fail or refuse to accept or reject the highest bid as afore said, the said bid shall be deemed to have been rejected. The City also reserves the right to reject all bids where the highest bid is not accepted upon notice to the highest bidder and hearing thereto.
13. **PLEASE TAKE NOTICE** that no employee, agent, officer body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval of the governing body of the City.
14. No commissions shall be paid to any agent, representative or broker or the successful purchaser of the property listed for sale by the City.
15. The price set forth as minimum herein is merely an upset price and does not constitute market value or future assessments.
16. The purchaser shall not assign or transfer the Contract of Sale, or any interest therein without the prior approval of the Municipal Council of the City of Jersey City, and such approval to assign to transfer shall be deemed to be an approval of a subsequent assignment or transfer. Any assignment or transfer without the approval shall be void and shall constitute a default and breach. No assignment of the Contract of Sale or any interest therein shall be made to any person prohibited from purchasing property from the City pursuant to paragraph 19 of this Resolution and Chapter 9 of the Jersey City Code. In the event of approval of an assignment of a Contract of Sale, the assignee of said contract shall comply with all the conditions of sale required under the terms and conditions of the sale.
17. The City or its duly authorized agents and inspectors shall have the right at all reasonable times to enter upon the property and to examine and inspect the property to determine compliance with the Resolution and the Contract of Sale, or to enforce any remedies in the event of default.
18. The City shall execute a Contract of Sale with any successful bidder upon terms and conditions consistent herewith and upon any additional terms and conditions which are necessary to effectuate the purposes herein and to secure the best interests of the City of Jersey City and its citizens, provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this resolution.
19. Additional Conditions of Sale.
 - (a) No sale shall be made to any person nor shall said person be permitted to bid who, prior to such sale, has purchased the property being sold or any other property from the City and has breached any of the conditions and terms of the purchase of property from the City.

WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE

- (b) No person who was the previous owner of the property to be sold shall be permitted to bid for said property if the property was acquired by the City by reason of the non-payment of taxes or other municipal charges by such prior owner.
 - (c) No person shall be permitted to bid for any property to be sold by the City if that person is delinquent in the payment of taxes or other municipal charges on any other property which such person shall own in the City.
 - (d) No sale shall be made to any person who owns other property in the City regarding which properties there exists violations of the Property Maintenance Code and/or Uniform Construction Code, which violations have not been corrected at the time of the sale.
 - (e) **PLEASE TAKE NOTICE** all bidders, whether they be the actual prospective purchasers or agents of or representatives of the actual prospective purchasers, shall submit an affidavit, under oath, setting forth the following:
 - (i) That the actual purchaser is not a person who has previously breached a contract for the purchase of property from the City.
 - (ii) That the actual prospective purchaser is not the former owner from whom the City acquired the property to be sold or any other property by reason of the non-payment of taxes or other municipal charges.
 - (iii) That the actual prospective purchaser is not the owner of any other property in the City who is delinquent in the payment of taxes or other municipal charges on said other property.
 - (iv) That the actual prospective purchaser is not the owner of any other properties in the City for which there are Violations of the Property Maintenance Code and/or the Uniform Construction Code, which violations have not been corrected at the time of the sale.
 - (v) Such affidavit shall contain the address and block and lot numbers of all the properties the prospective purchaser owns in the City.
 - (f) Such affidavit shall be submitted to the officer conducting the sale prior to the commencement of the public auction of the particular parcel in which the prospective bidder is interested. Failure to submit said affidavit shall disqualify a bidder from participating in the public auction.
 - (g) No sale to the highest bidder shall be confirmed by the Municipal Council, in the event an investigation and/or inspection reveals that the purchaser is a person who falls within the categories listed in paragraph 19 sub-section (a) through (f).
 - (h) In the event a sale is confirmed by the Municipal Council and after the sale has been confirmed by the Municipal Council, it is discovered that the purchaser is a person who falls within the categories set forth in paragraph 19 sub-section (a) through (f) of this resolution, then the purchaser is placed on notice that the said confirmation of sale shall be rescinded by the Municipal Council.
20. The City of Jersey City conveys this property to buyer so long as buyer rehabilitates the property in compliance with the Uniform Construction Code and the Property Maintenance Code. The buyer shall demonstrate compliance with the Uniform Construction Code and the Property Maintenance Code by obtaining a Certificate of Occupancy from the Construction Official. The Construction Official may issue a temporary

WITHDRAWN

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE.**

Certificate of Occupancy for portions of the building provided such portions are in substantial compliance with code standards. Securing a temporary Certificate of Occupancy shall not however, constitute compliance with the conditions of sale. Upon receiving a deed, listed below is the period of time in which a purchaser shall have to repair, alter and improve the property.

1 Unit Building – 360 Days (12 Months)

2-5 Unit Building – 450 Days (15 Months)

6 or More Units or Special Purpose Building – 540 Days (18 Months)

The City Council will not under any circumstances grant an extension of the rehabilitation period listed above.

21. **PLEASE TAKE NOTICE** the buyer shall not sell, convey or otherwise transfer the above described property until the buyer has rehabilitated the property in compliance with the other conditions of sale contained in the resolution. If the buyer (1) fails to make the required repairs within the time allotted in Paragraph 20, (2) sells or attempts to sell the property before making the required repairs, or (3) refuses access to City Officials seeking to inspect the property, title to the property shall automatically revert to and become vested in the City of Jersey City. The City Council shall upon the buyer's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the restriction against alienation.
22. The City of Jersey City's right of reversion is hereby subordinated to the mortgage of the buyer's lender specifically as follows: A transfer of title to such mortgagee pursuant to the mortgage will not be considered a condition activating the City of Jersey City's right of reversion. The express intent being that prior to reversion of title to the City of Jersey City, the mortgagee shall have the right to assume the obligations and duties of buyer set forth in this deed including the buyer's duty to make the required repairs within the number of days as set forth in the Council resolution authorizing the sale of property at public auction. The assumption of the duties and obligations of the buyer by the mortgagee shall not extend the time period for completion of repairs. The mortgagee's right to assume the duties and obligations of the buyer shall arise upon a default under the mortgage and/or upon a default under the terms and conditions of the City Council resolution authorizing the sale of this property at public auction.
23. All offers to bid shall be in increments of no less than one thousand dollars (\$1,000.00).

SEE RIDER ATTACHED

WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY NOT NEEDED FOR PUBLIC USE

BUILDINGS

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE WITH THE CONDITION THAT THE PURCHASER SHALL REPAIR, ALTER AND IMPROVE IN ACCORDANCE WITH PARAGRAPHS 9, 20 AND 21 OF THE TERMS AND CONDITIONS OF SALE AND MAINTAIN THE AFFORDABLE CONTROLS FOR RENTAL UNITS IN ACCORDANCE WITH PARAGRAPH 3.

BLOCK	LOT (S)	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
15003	29	268 FAIRMOUNT AVE.	3S-F-6U-H	30 x 115	\$120,000.00

DESCRIPTION CODES: S-STORY, B-BRICK, A-ASPHALT, C-CINDER BLOCK, BT-BASEMENT, D-DWELLING, U-UNIT, G-GARAGE, H-HEAT

PHYSICAL DESCRIPTION OF EACH PROPERTY AS SET FORTH IN THIS PUBLIC AUCTION FOR INFORMATIONAL PURPOSES ONLY AND THE CITY OF JERSEY CITY WILL NOT BE RESPONSIBLE FOR THEIR ACCURACY.

City Clerk File No. Res. 13-181

Agenda No. 10.Z.4

WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY NOT NEEDED FOR PUBLIC USE

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

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				LAVARRO			
DONNELLY				FULOP				RICHARDSON			
LOPEZ				COLEMAN				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.

WITHDRAWN

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-182

Agenda No. 10.Z.5

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING NOON AND ENDING 6:00 P.M., SUNDAY, APRIL 14, 2013 AT THE REQUEST OF KATYN FOREST MASSACRE MEMORIAL COMM. & POLISH AMERICAN VETERANS ASS'N. OF AMERICA DISTRICT 2 OF NEW YORK FOR THE PURPOSE OF A MEMORIAL SERVICE WITH WREATH LAYING AT THE MONUMENT

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Katyn Forest Massacre Memorial Comm. & Polish Army Veterans Ass'n., of America District 2 of New York to close Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, April 14, 2013 for the purpose of a memorial service and wreath laying at the Monument; and

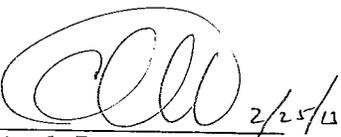
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122, Section 122-8 be waived; and

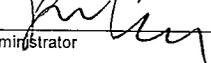
WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) and Chapter 122, Section 122-8 (A) as the application for the street closing has been filed by a nonresident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 Chapter 122, Section 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, April 14, 2013 for a memorial service and wreath laying at the Monument.

APPROVED: 
Municipal Engineer

APPROVED:  2/25/13 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED:  Business Administrator


Corporation Counsel

CFL:pc1
(2.25.13)

Certification Required
Not Required

APPROVED 8-0

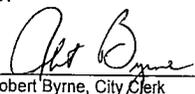
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ 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

FACT SHEET

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

1. Full title of ordinance/ resolution/cooperation agreement:

A resolution authorizing the closing of a municipal street(s), Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, April 14, 2013 at the request of the Katyn Forest Massacre Memorial Comm. & Polish Army Veterans Ass'n. of America District 2 of New York for the purpose of a memorial service and wreath laying at the Monument

2. Name and title of person initiating ordinance/resolution, etc.:

Lee D. Klein, P.E., PTOE, Assistant City Engineer, , Division of Engineering, Traffic and Transportation at the request of Krzysztof (Chris) Nowak on behalf of the Katyn Forest Massacre Memorial Comm. & Polish Army Veterans Ass'n. of America District 2 of New York, PO Box 1602, Cranford NJ 07016, 1.908.875.4179

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize the closing of Exchange Place from Noon to 6:00 p.m. on Sunday, April 14, 2013

4. Reasons (need) for the proposed program, project, et

Memorial Service & Wreath Laying at the Monument

5. Anticipated benefits to the community:

Community Affair

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

No cost to the City.

7. Date proposed program or project will commence:

Noon, Sunday, April 14, 2013

8. Anticipated completion date:

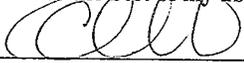
600 p.m., Sunday, April 14, 2013

9. Person responsible for coordinating proposed program, project, etc.:

Monte Zucker, Division of Traffic and Transportation, Department of Public Works, ex. 4469

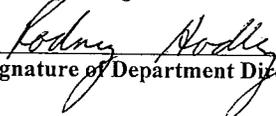
10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

2/25/13
Date



Signature of Department Director

2/25/13
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: Memorial Service w/wreathlaying at Monument

BEGINS: Noon

ENDS: 6PM

Sunday, April 14, 2013

APPLICANT: Krzysztof (Chris) Nowak

ORGANIZATION : Katyn Forest Massacre Memorial Comm. &
Polish Army Veterans Ass'n., of America District 2 of New York

ADDRESS: P.O. Box 1602

CITY, STATE, ZIP: Cranford NJ 07016

PHONE #: 908.875.4179

BEING WAIVED: nonresident

JERSEY CITY ENGINEERING, TRAFFIC & TRANSPORTATION
575 RT 440, JERSEY CITY NJ 07305 PHONE 201.547.4470 FAX 201.547.6518 or 4703
APPLICATION FOR RECREATIONAL EVENT ST CLOSURE

BLOCK, CROSS STREETS: Exchange Pl & Montgomery St

PURPOSE OF EVENT: Memorial Service w/wreathlaying at Monument

BEGINS 12:00 Noon PM (earliest 12) ENDS 6:00PM PM (latest dusk or 8); include set-up/clean-up times

SUNDAY, APRIL 14 RAIN DATE: _____
WEEKEND DAY MONTH DATE WEEKEND DAY MONTH DATE

IF MORE THAN ONE DAY, WILL CLOSURE BE OVERNIGHT? YES NO

WE HEREBY CERTIFY THAT WE ARE RESIDENTS OF THE BLOCK TO BE CLOSED IN 2012 & HAVE READ AND UNDERSTOOD THE PROVISIONS OF 296-71 THROUGH 296-78 OF THE CITY CODE (BELOW). WE ALSO UNDERSTAND & AGREE THAT IN CONSIDERATION OF THE CITY'S CLOSING OF THIS STREET, EACH OF THE PERSONS SIGNING THIS APPLICATION SHALL:

1. IF APPLICABLE, PAY THE COST OF CITY PERSONNEL WHO ARE REQUIRED TO WORK OVERTIME HOURS OR OTHER THAN REGULAR SHIFT HOURS, OR PERFORM SPECIAL DUTIES DURING THE TEMPORARY STREET CLOSING;
2. ASSUME THE DEFENSE & INDEMNIFY THE CITY, ITS EMPLOYEES & AGENTS FROM ALL SUITS & DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM THE TEMPORARY CLOSING OF THIS STREET & ANY ACTIVITIES CONDUCTED IN CONNECTION WITH THIS CLOSING;
3. PROVIDE FOR THE INSTALLATION & REMOVAL OF BARRICADES & WARNING DEVICES AS ARE NECESSARY;
4. PROVIDE FOR THE COLLECTION & REMOVAL OF ALL GARBAGE & LITTER ARISING OUT OF THE STREET CLOSING.

APPLICANT Krzysztof (Chris) Nowak

ORGANIZATION Katyn Forest Massacre Memorial Comm. & Polish Army Veterans Ass'n., of America District 2 of New York SIGNATURE

STREET ADDRESS P.O. Box 1602, Cranford, N.J. 07016

CITY, STATE, ZIP _____

PHONE # 908-875-4179 FAX # 732-721-5811 APPLICATION DATE Jan 19, 2013

RETURN THIS PAGE

-1 of 7-

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

City Clerk File No. Res. 13-183

Agenda No. 10.7.6

Approved: MAR 13 2013

TITLE:



A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR BUS SHELTERS TO NEW JERSEY TRANSIT (NJT) AND EXECUTION OF AN AGREEMENT WITH NJT FOR THE PURCHASE AND INSTALLATION OF SAME ON THE SOUTH SIDE OF COLUMBUS DRIVE WEST OF HUDSON STREET; ON THE SOUTH SIDE OF DANFORTH AVENUE WEST OF SULLIVAN DRIVE; AND ON THE SOUTH SIDE OF FERRY STREET EAST OF CENTRAL AVENUE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, NJ Transit provides bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of a municipality in New Jersey may apply to NJT for the installation of bus shelters at legally designated bus stops; and

WHEREAS, the City of Jersey City, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of establishing bus shelters within its jurisdiction; and

WHEREAS, NJT is anticipated to purchase and install the bus shelters, and there will be at no cost to the City.

NOW, THEREFORE, BE IT RESOLVED, that an application is authorized to be made by the City of Jersey City to NJT for the establishment of three (3) bus shelters as set forth in Exhibit A, made part thereof.

FURTHER BE IT RESOLVED, that the Mayor or Business Administrator and the City Clerk be authorized to execute an agreement or agreements with NJ Transit to arrange for the purchase and installation of the shelters.

APPROVED: *CCO* 3/13/13
Municipal Engineer

APPROVED: *Rodney Roddy* 3/5/13
Director, Dept. of Public Works

APPROVED: *[Signature]*
Business Administrator

CFL: pcl
(03.05.13)

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0
3.13.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

FACT SHEET

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 submittal of an application for Bus Shelters to New Jersey Transit (NJT) and execution of an Agreement with NJT for the purchase and installation of same on the south side of Columbus Drive west of Hudson Street; on the south side of Danforth Avenue west of Sullivan Drive; and on the south side of Ferry Street east of Central Avenue

2. Name and title of person initiating ordinance/resolution, etc.:

Chuck F. Lee, P.E., Municipal Engineer, Division of Engineering, Traffic and Transportation, at the request of Director Rodney Hadley, Department of Public Works

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Authorize the submittal of an application to NJT for the establishment of three (3) bus shelters at three different locations within the City.

4. Reasons (need) for the proposed program, project, etc.:

The City of Jersey City, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of establishing bus shelters within its jurisdiction.

5. Anticipated benefits to the community:

Provide an enhanced protection for the patrons of the bus services at the three locations indicated.

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 for the purchase and installation of the bus shelters. NJ Transit will absorb this cost.

The Division of Buildings and Street Maintenance, Department of Public Works will be responsible for the maintenance of the bus shelters once erected.

7. Date proposed program, or project will commence:

Upon adoption of the Resolution by the Jersey City Municipal Council

8. Anticipated completion date:

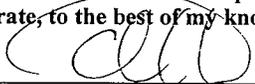
Summer of 2013

9. Person responsible for coordinating proposed program, project, etc.:

Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works.
201.547.4469

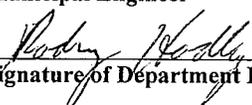
10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



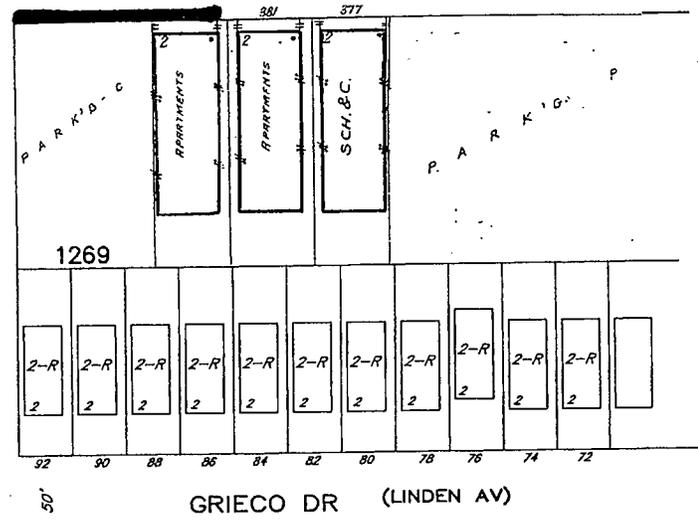
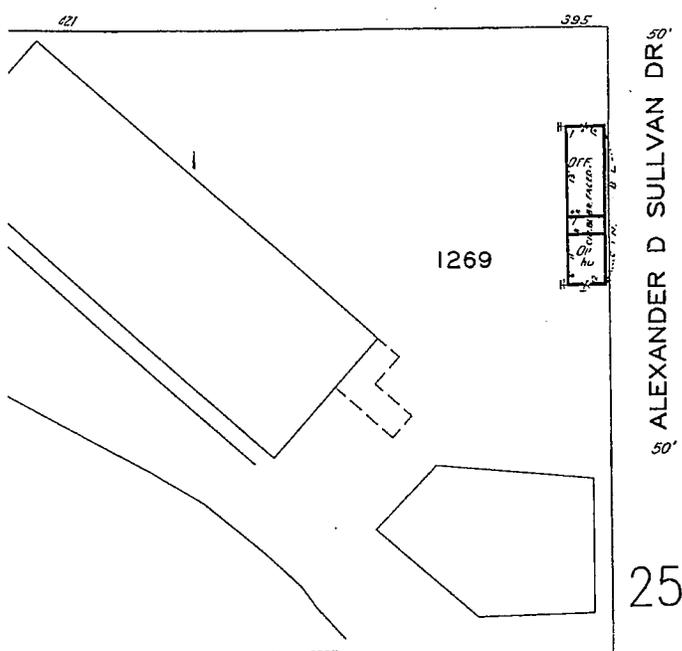
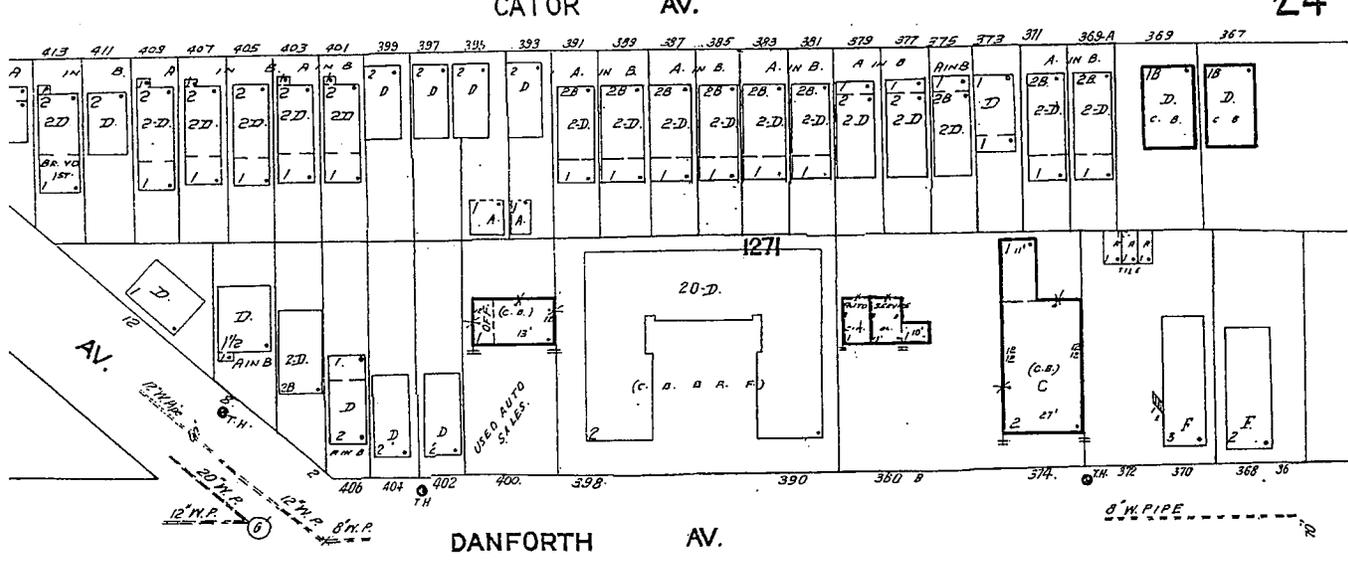
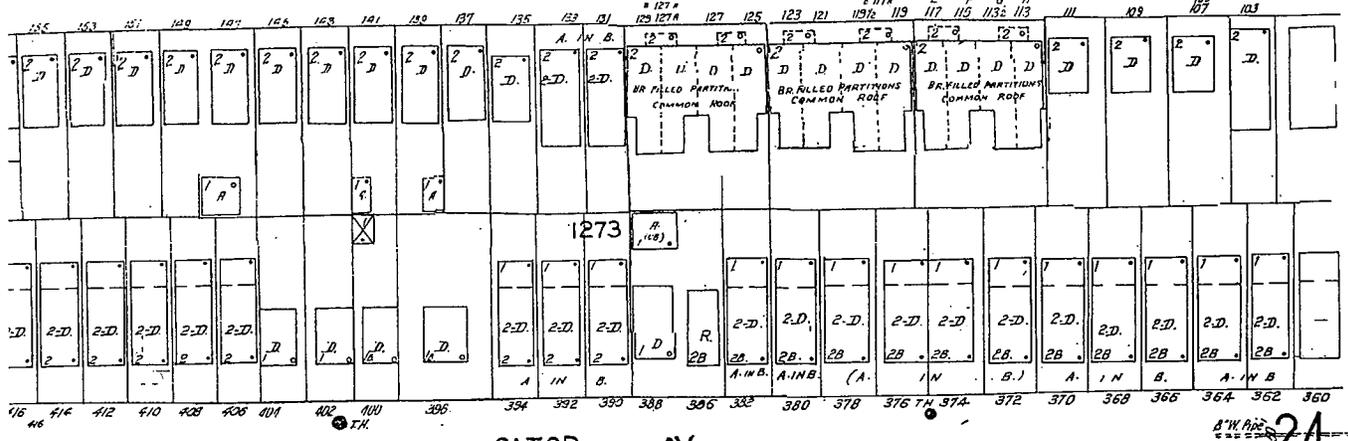
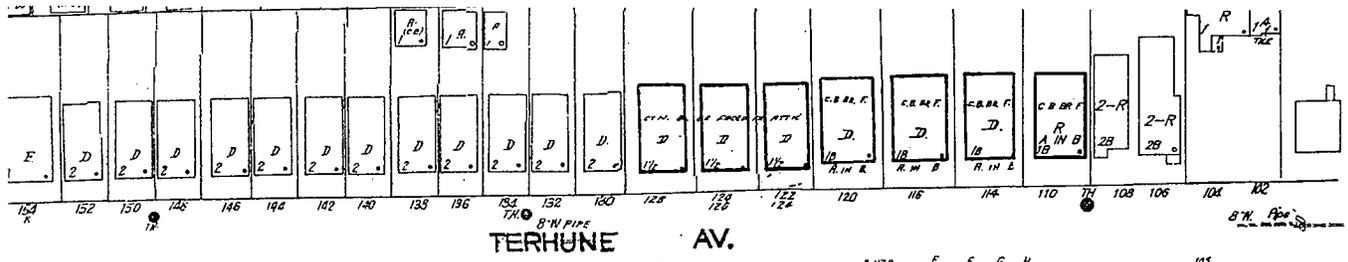
Municipal Engineer

2/5/13
Date



Signature of Department Director

2/5/13
Date

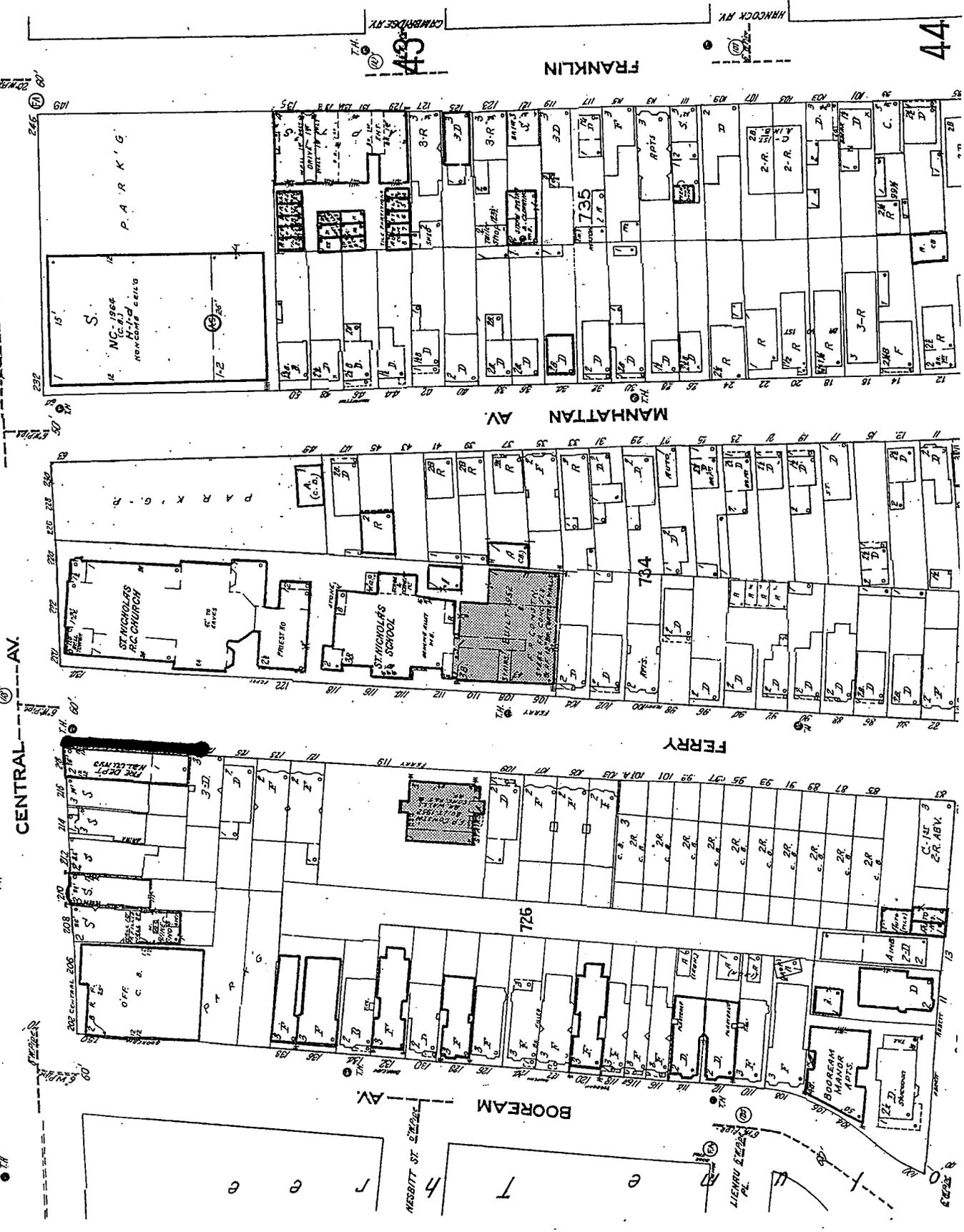


25

41

PUBLIC PLORY GROUNDS
See Volume 1

31



44

AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS

This agreement made as of _____ by the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the City of Jersey City (hereinafter "Sponsor") in the County of **Hudson**, State of New Jersey.

WITNESSETH:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor desires bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application by its resolution dated _____, which resolution is hereby made a part of this Agreement, to NJ TRANSIT for the installation of 3 bus shelter(s) at certain locations within the City of Jersey City, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the City of Jersey City, which locations are set forth in Exhibit A which is attached to and made part of this agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.
4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter

installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.

5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor hereby grants NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.
9. Upon the commencement of the installation of the bus shelter(s), the Sponsor shall assume ownership and possession of the bus shelter(s) and retain ownership of said shelter(s) subject to the terms, conditions, reservations, and covenants set forth in this Agreement.

10. The Sponsor agrees to bear all risks of damage, loss, theft or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitutions of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, may by its agents enter upon the site(s) of said bus shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of the shelter should the Sponsor fail to abide by this Agreement shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to inspect and maintain the shelter. The duty to inspect and maintain rests entirely with the Sponsor.
11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All costs of removal and/or relocation, if approved, shall be borne by the Sponsor.
12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, and NJDOT, their agents, officials, employees, and

servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees) arising out of any acts or omissions of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts or omissions, whether negligent or not, of the Sponsor, its officials, employees, agents or servants by virtue of entering into this Agreement.

13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor insured and shall contain a provision that no act or omission of Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancellable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless

the State of New Jersey, NJ TRANSIT, and the NJDOT. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor.

14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of the day and year first written above.

ATTEST:

Clerk

Name (Type or Print):

Title (Type or Print):

SPONSOR:

Rodney Rodley

Director of Presiding
Officer

12/20/12

Date

Name (Type or Print):

Title (Type or Print):

ATTEST:

NJ TRANSIT CORPORATION

By: _____
Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

BY: _____
Deputy Attorney General Date

**EXHIBIT A
BUS SHELTER**

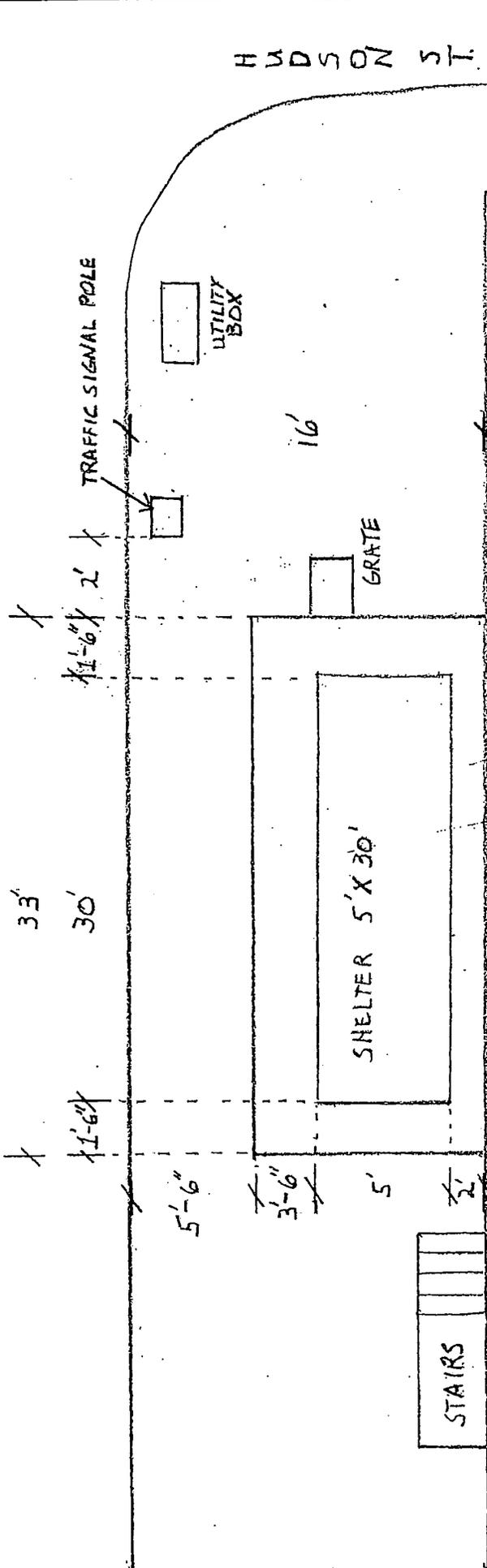
<u>LOCATION</u>	<u>SHELTER MEASUREMENTS</u>	<u>CODE LETTER</u>
Christopher Columbus Dr. Eastbound, at Hudson St., Near side	5' X 30' (triple)	C
Danforth Ave. Eastbound, at Sullivan Dr., Far side	5' X 10'	S
Ferry St. Eastbound, at Central Ave., Far side	5' X 10'	S

NOT TO SCALE

BY FIELD REPRESENTATIVE: PAUL SPIEGEL
PHONE#: 201-403-5628 CELL DR 973-491-7783 DESK

Notes: Replace 9 rectangular sections of concrete that are in poor condition for a total of 31.15 sq yards. Call Paul Spiegel at NJT at 973-491-7783 (desk) or 201-403-5628 (cell) one week prior to pouring the pad so that the nine concrete rectangles can be numbered with white spray paint.
Concrete Rectangles 1-5: Size = (5'-6" x 5') x 5 rectangles = 137.5 sq. ft. / 9 = 15.27 sq. yards.
Concrete Rectangles 6-9: Size = (5'-6" x 6'-6") x 4 = 143 sq. ft. / 9 = 15.88 sq. yards.
Total: 15.27 sq. yards + 15.88 sq. yards = 31.15 sq. yards.

CHRISTOPHER COLUMBUS DR.



BUILDING
THIS BUS SHELTER IS MAINTAINED BY
JERSEY CITY

NOTE: POUR CONCRETE PADS - REMOVAL = 31.15 SQ. YDS.
A. DIMENSIONS: X + 9' = 31.15 SY

COUNTY: HUDSON	MUNICIPALITY: JERSEY CITY	DATE: 10/23/12
RIGHT OF WAY CITY	ABUTTING OWNER: OFFICE BUILDING	
STOP STATUS ESTABLISHED	LINES SERVED: 1, 63, 64, 68, 80, 81, 82, 86.	SHELTER TYPE C 5' X 30' (TRIPLE)
BUS STOP # 20645	REQUESTOR CONTACT: Monte Zucker	201.547.4469

CHRISTOPHER COLUMBUS DR., EASTBOUND
AT HUDSON ST., NEAR SIDE, # 20645

BUS SHELTER SITE PLAN
NJ TRANSIT BUS OPERATIONS INC.
ONE PENN PLAZA EAST
NEWARK, N.J. 07105

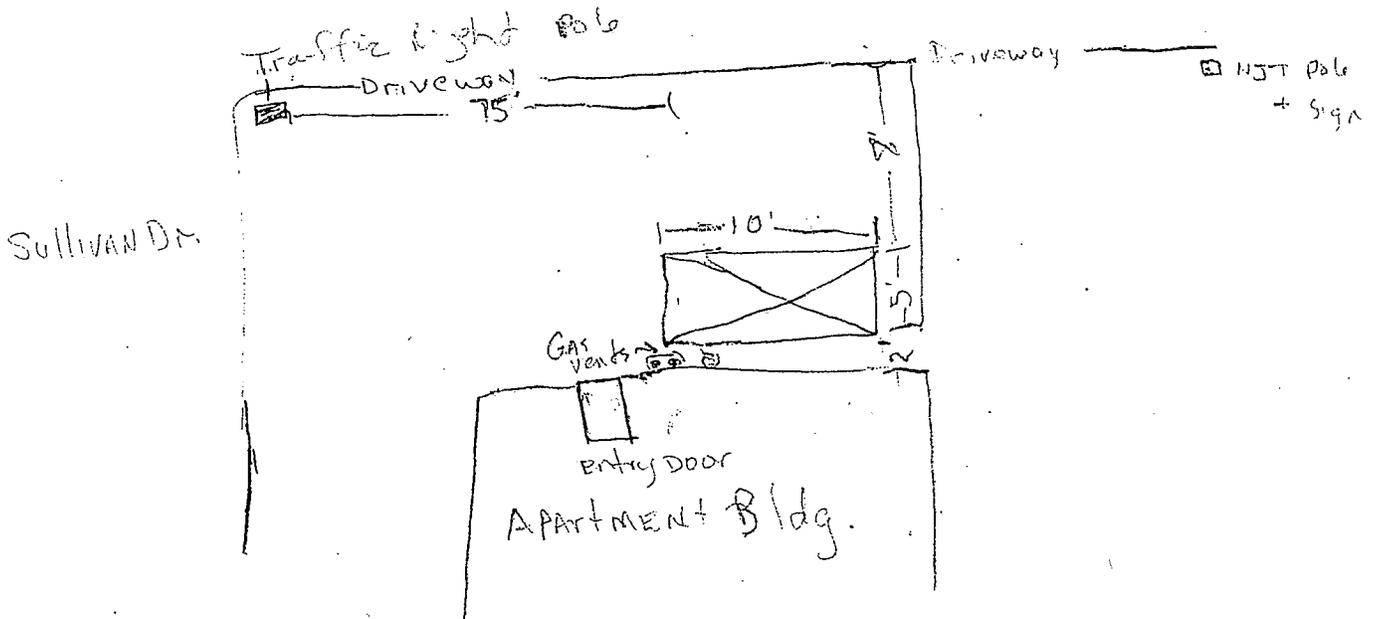


NOT TO SCALE

BY FIELD REPRESENTATIVE: JESSE FOYE + MILLIE SOLIS
PHONE#: 973 491-8799 and 973 491-7651

Note: Install 5' X 10' "S" type
Shelter on existing concrete.
Do not cover Gas vents
and other vent.

DANFORTH Ave



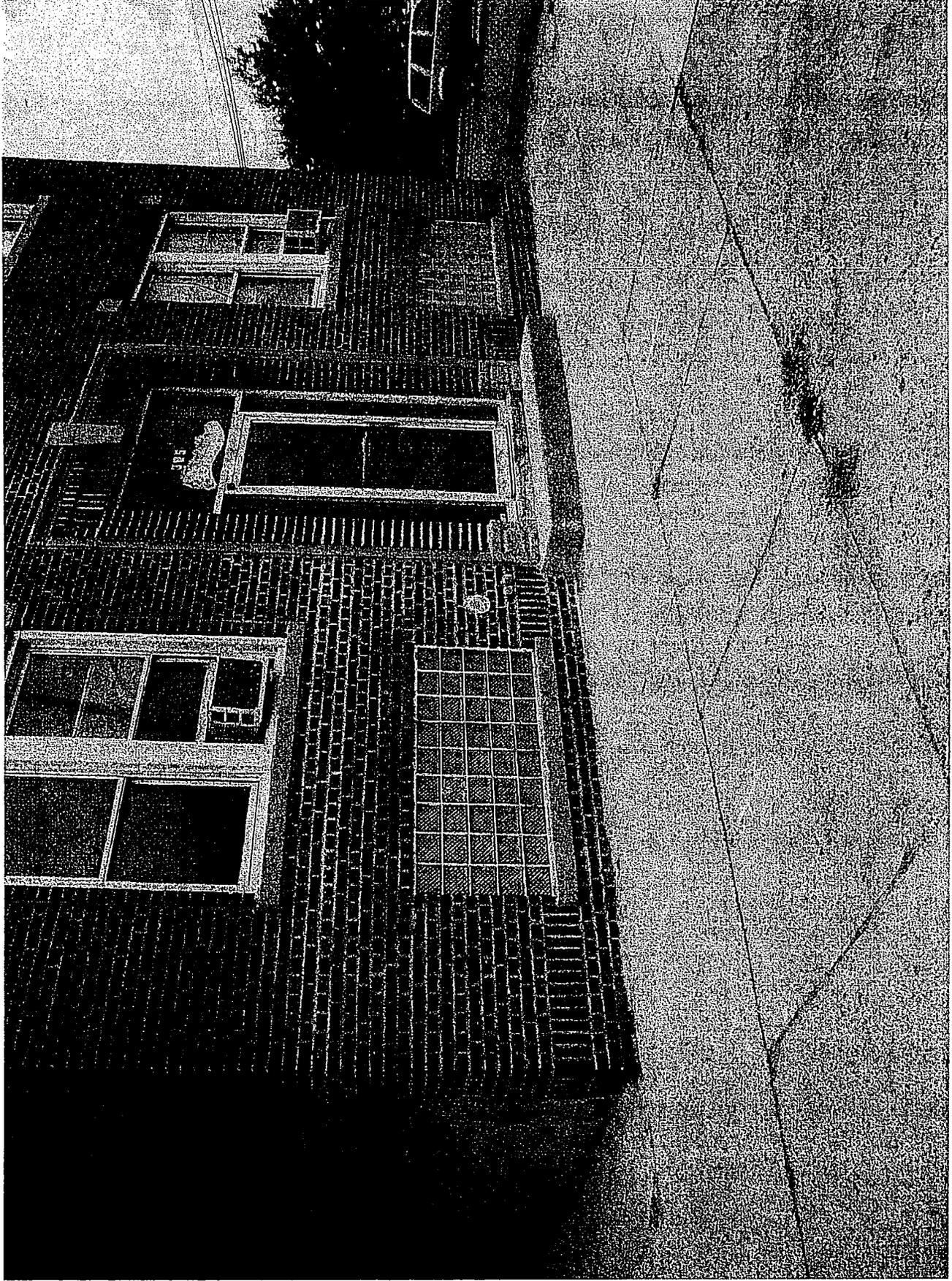
NOTE:
POUR CONCRETE PADS
A. DIMENSIONS: 0 X 0 + 9 = 0 SY

THIS BUS SHELTER IS MAINTAINED BY
Jersey City

COUNTY Hudson		Danforth Ave, Eastbound, at Sullivan Dr., ES	
MUNICIPALITY Jersey City			
ABUTTING OWNER Apartment Bldg.			
RIGHT OF WAY Municipal	STOP STATUS Official	BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105	
SHELTER TYPE	DATE 11-21-12		
LINES SERVED: 80	REQUESTOR CONTACT: Monte Zucker (201) 547-4469		

Stop Num: 20674

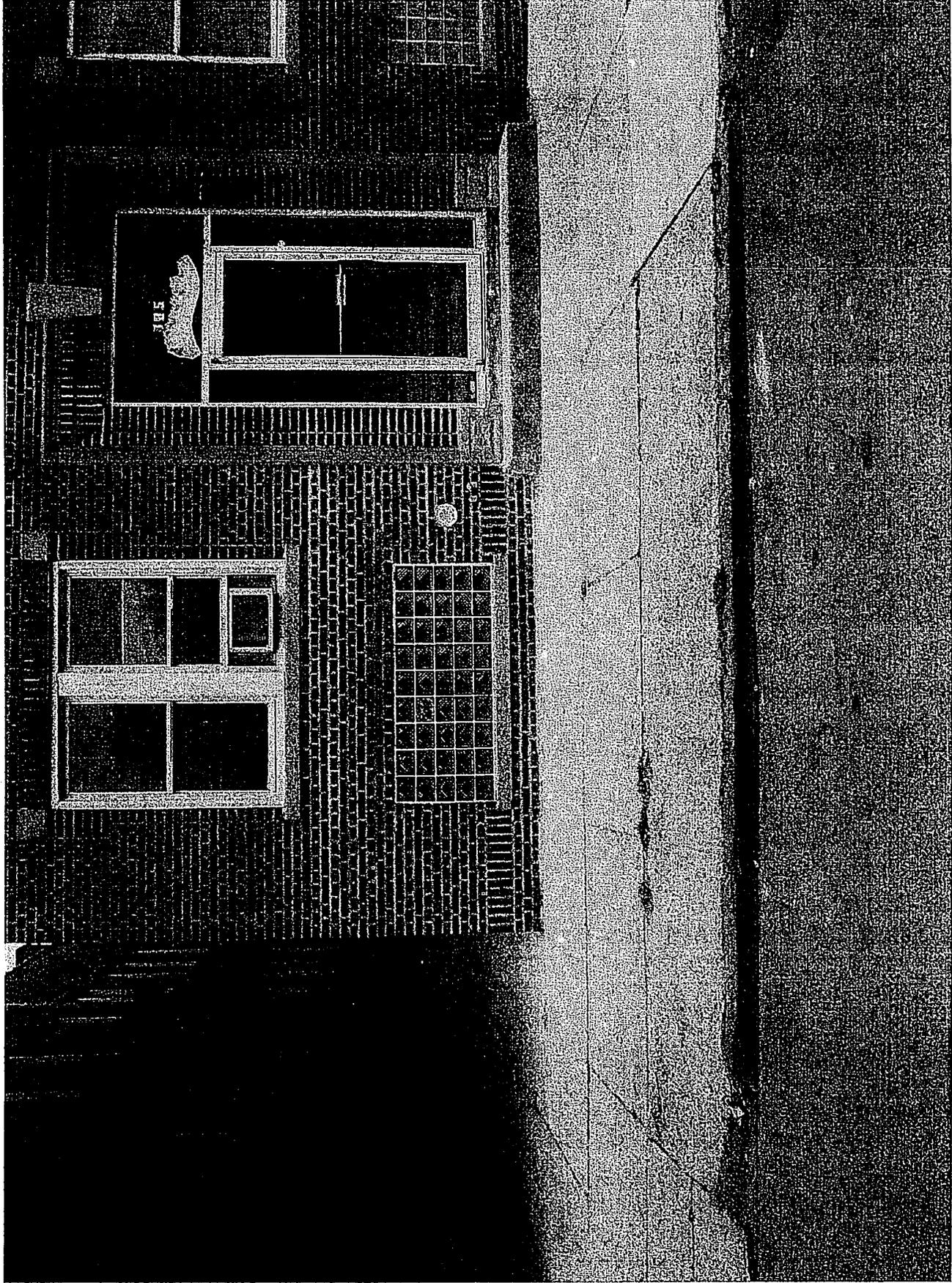
File Name: Danforth Ave, EB, at Sullivan Dr, FS.JPG



BSI Bus Stop Picture

File Name: Danforth Ave, EB, at Sullivan Dr FS 7.JPG

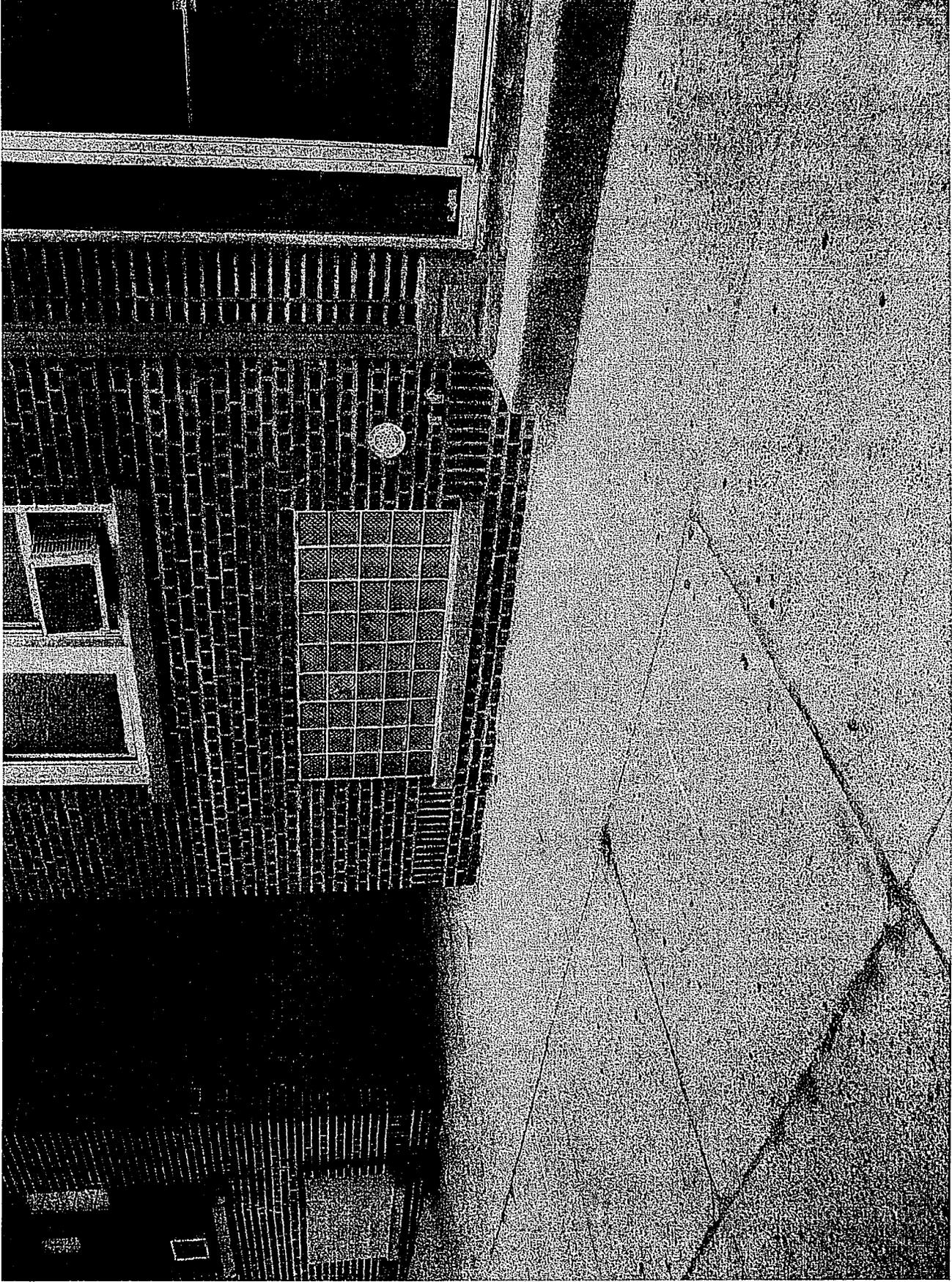
Stop Num: 20674



BSI Bus Stop Picture

File Name: Danforth Ave, EB, at Sullivan DR FS3.JPG

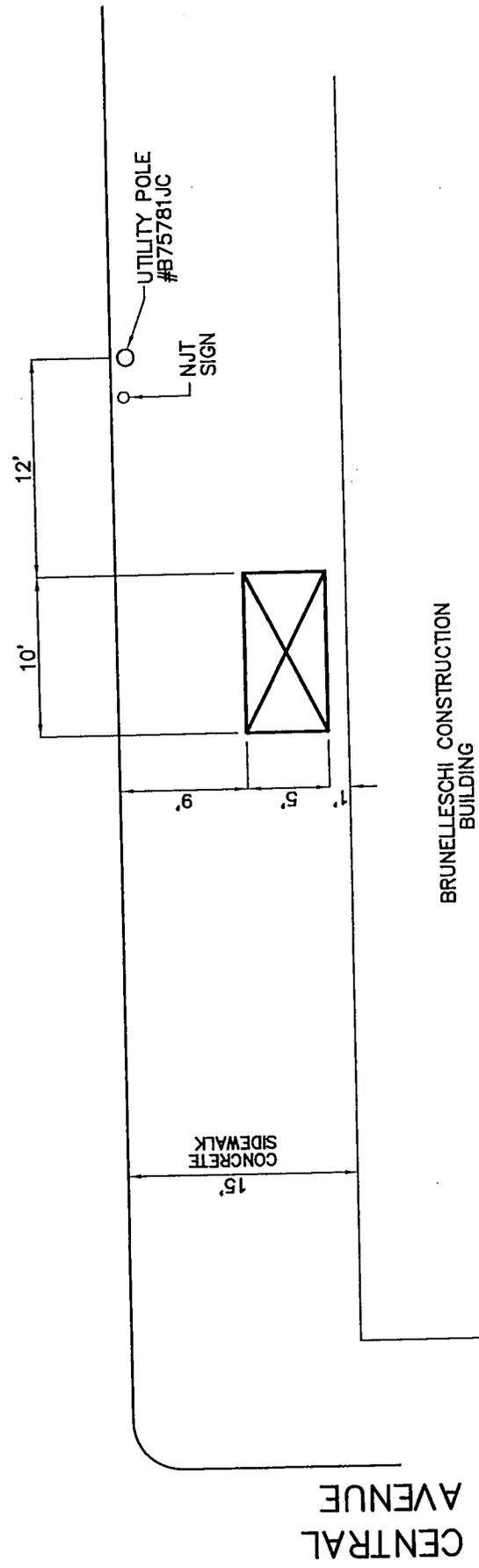
Stop Num: 20674



NOT TO SCALE

BY SENIOR FIELD REPRESENTATIVE: JESSE FOYE AND MILLIE SOLIS
 PHONE# : (973) 491-8799 AND (973) 491-7651

FERRY STREET



NOTE: CONCRETE PADS (NONE)
 POUR
 A. DIMENSIONS: X + 9 = 0 SY

THIS BUS SHELTER IS MAINTAINED BY
 JERSEY CITY

COUNTY HUDSON	MUNICIPALITY JERSEY CITY	DATE 10/10/12	FERRY STREET, EASTBOUND, AT CENTRAL AVENUE, FAR SIDE
RIGHT OF WAY	ABUTTING OWNER BRUNELLESCHI CONSTRUCTION	BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105	
STOP STATUS OFFICIAL	LINES SERVED: 87		
BUS STOP # 20712	REQUESTOR CONTACT: MONTE ZUCKER (201) 547-4469		

Shelter Design Options
Addendum to Agreement
City of Jersey City
Hudson County

- Bus Shelter Locations:**
- 1. Christopher Columbus Drive, eastbound, at Hudson Street. Near Side**
 - 2. Danforth Ave, eastbound, at Sullivan Drive, Far Side**
 - 3. Ferry St., eastbound, at Central Avenue, Far Side**

NJ TRANSIT will provide a bus shelters at the locations listed above in the frame color and roof style indicated below by the Sponsor. Requests for design changes after installation is completed or while installation is in progress will be the responsibility of and at the expense of the Sponsor.

(Select One.)

1. _____ Frame Color - Black (Pantone Black 5 U 2X) (Pemberton Style as shown in brochure.)
Roof Style: Dome.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)

2. _____ Frame Color - Dark Green (Pantone 3435 C) (New Lisbon style as shown in brochure.)
Roof Style: Dome.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)

3. _____ Frame Color - Black (Pantone Black 5 U 2X) (Ikea style as shown in brochure.)
Roof Style: Peaked.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)

4. _____ Frame Color - Dark Green (Pantone 3435 C) (Trenton style as shown in brochure.)
Roof Style - Peaked.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)

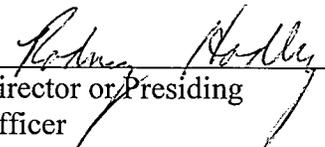
5. _____ Frame Color - Black (Pantone Black 5 U 2X) (Not shown on brochure, but similar to Passaic style.)
Roof Style - Barrel.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)

6. _____ Frame Color - Dark Green (Pantone 3435 C) (Passaic style as shown in brochure.)
Roof Style - Barrel.
Roof Color: _____ White or _____ Tinted (Check one roof color.)
Panels: _____ Glass or _____ Metal Mesh (Check one panel type.)

ATTEST:

SPONSOR:

Clerk



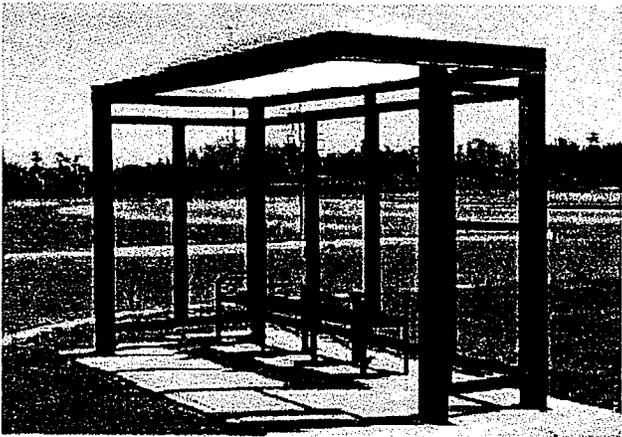
Director or Presiding
Officer

12/20/12

Date

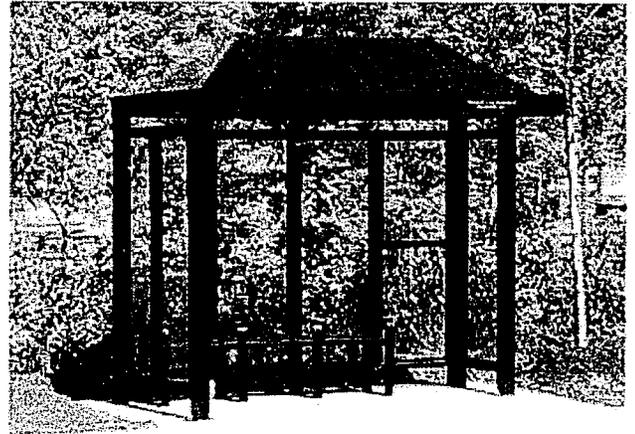
N.J. TRANSIT BUS OPERATIONS INC.

ONE PENN PLAZA EAST NEWARK, NEW JERSEY 07105



PEMBERTON TOWNSHIP

Frame Color - Black (Pantone Black 5 U 2x)
Roof Style - Dome Roof Color - White



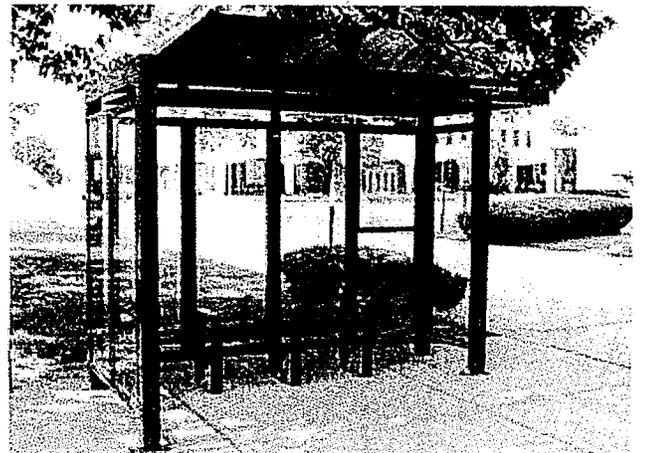
IKEA PARAMUS, NJ

Frame Color - Black (Pantone Black 5 U 2x)
Roof Style - Peaked
Roof Color - Tinted



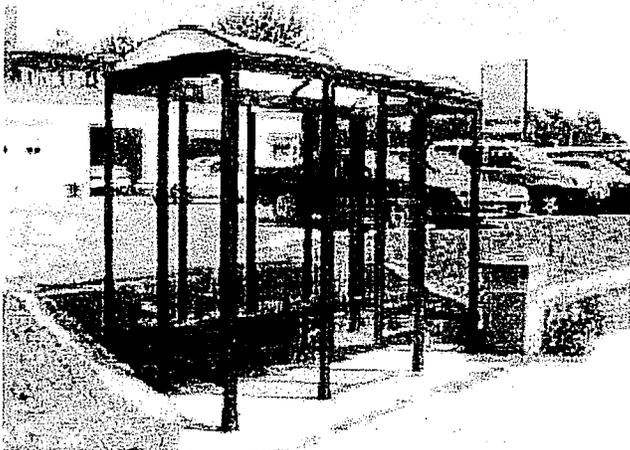
NEW LISBON, NJ

Frame Color - Dark Green (Pantone 3435 C)
Roof Style - Dome
Roof Color - White



TRENTON BUS SHELTER

Frame Color - Dark Green (Pantone 3435 C)
Roof Style - Peaked
Roof Color - Tinted



PASSAIC

Frame Color - Dark Green
Roof Style - Barrel
Roof Color - White

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

City Clerk File No. Res. 13-184
 Agenda No. 10.Z.7
 Approved: MAR 13 2013
 TITLE:



RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2014 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

COUNCIL
 following resolution.

Offered and moved adoption of the

WHEREAS, the need to enforce and increase awareness in the areas of Pedestrian Safety, Aggressive Driving, Seatbelt Enforcement, and Driving While Intoxicated is essential to all motorists and pedestrians in Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need; and

WHEREAS; the Jersey City Police Department has developed a combination of enforcement and educational initiatives to increase motorists and pedestrian awareness; and

WHEREAS, the Jersey City Police Department desires to apply for reimbursement grant funding to be utilized for overtime funding during the time period of October 1, 2013 to September 30, 2014; and

WHEREAS, police overtime will be utilized to implement various enforcement strategies to increase safety and raise awareness to motorist and pedestrians; and

WHEREAS, the New Jersey Department of Law and Public Safety will determine the final grant award for the Jersey City Police Department upon review of Jersey City's application.

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

1. The City of Jersey City is authorized to submit an application to the Department of Law, Division of Highway Traffic Safety, and
2. The funds will be used to reimburse for overtime patrols and purchase commodities to promote education and enforcement for pedestrian safety, aggressive driving, seatbelt enforcement, and driving while intoxicated endeavors.

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

APPROVED: 
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								3.13.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

ORDINANCE/RESOLUTION FACT SHEET Date Submitted to B.A. _____

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

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2014 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

2. Name and Title of Person Initiating Ordinance/Resolution:

Robert Kakoleski, Acting Police Director

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

The New Jersey Division of Highway Traffic Safety intends to award Jersey City Police Department grants funds to promote safety, education, and enforcement initiatives related to traffic safety issues. The project will be part of the *Jersey City Comprehensive Traffic Safety Program*.

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

To participate with the State of New Jersey's Department of Law, Division of Highway Traffic Safety efforts to promote pedestrian and seatbelt protection and decrease aggressive driving and DWI in Jersey City.

5. Anticipated Benefits to the Community:

Motorists and pedestrians benefit from this comprehensive program as a result of an increase in public safety and education pertaining to the hazards of traffic safety issues.

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 contributions.):

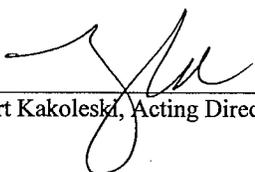
The total cost of the program has not yet been determined at this time.

7. Date Proposed Program or Project will Commence: October 1, 2013

8. Anticipated Completion Date: September 30, 2014

9. Person Responsible for Coordinating Proposed Program/Project:

P.O. Jaclyn Marcazo #2987, Police Grants Office



Robert Kakoleski, Acting Director of Police

3/5/13

Date



JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE

ONE JOURNAL SQUARE PLAZA; 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Robert Kakoleski, Acting Police Director
FROM: P.O. Jaclyn Marcazo #2987 *jjm*
DATE: March 5, 2013
SUBJECT: DHTS Resolution to Apply

Attached you will find a resolution to apply for the 2014 New Jersey Division of Highway Traffic Safety.

The application deadline is April 30, 2013. These grant funds will be used to continue the Jersey City Police Department's Comprehensive Traffic Safety Program which includes education and enforcement in the following areas: Pedestrian Safety, Aggressive Driving, DWI, and Seatbelt Safety.

Once signed, please forward this document to the City Clerk for the next Council Meeting.

Thank you.

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

City Clerk File No. Res. 13-185

Agenda No. 10.Z.8

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS EMERGENCY PLANNING FISCAL YEAR 2012 GRANT PROGRAM AWARD FROM THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF STATE POLICE

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

WHEREAS, the State of New Jersey, Department of Law and Public Safety, Division of State Police has provided to the Jersey City Department of Fire and Emergency Services, through the United States Department of Transportation Hazardous Materials Emergency Planning Grant Program, a grant in the amount of \$42,300.00; and

WHEREAS, this funding source will support the specialized hazardous materials emergency response and on scene operations training critical to maintaining the City of Jersey City's Fire Department Hazardous Materials Response Unit, Jersey City Police Emergency Service Unit, and supporting communities of Hoboken Fire Department Hazardous Materials Response Unit, Bayonne Fire Department Hazardous Materials Response Unit, and Hudson Regional Health Commission Emergency Response Unit's readiness and rapid response within the guidelines, and as the cooperative efforts with representatives of the Urban Areas Security Initiative (UASI) region and the State of New Jersey State Police Office of Emergency Management and Office of Homeland Security and Preparedness to better prepare and equip the City of Jersey City's readiness during a natural or man made disaster; and

WHEREAS, the Jersey City Department of Fire and Emergency Services desires to accept the grant in order to address major initiatives regarding Homeland Security and public safety issues; and

WHEREAS, participation in this grant has been active since October 30, 2010; and

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

1. The Mayor of Jersey City and/or Business Administrator of Jersey City is authorized to execute a grant agreement in substantially the form of the attached with the New Jersey Office of Homeland Security and Preparedness; and
2. The Office of Management and Budget is authorized to establish an account in the amount of \$42,300.00 for the Jersey City Hazardous Materials Emergency Planning Fiscal Year 2012 Grant Program.

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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



NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
 DIVISION OF STATE POLICE
 SUBGRANT AWARD

PROJECT TITLE	SUBGRANT AMOUNT		
HMEP Grant: Training	FEDERAL	\$	42,300.00
IMPLEMENTING AGENCY/PROJECT DIRECTOR	MATCH	\$	0.00
	TOTAL	\$	42,300.00
Richard Gorman			
SUBGRANTEE Jersey City OEM	DATE OF AWARD	October 2, 2012	
STATE ACCOUNT NO.: 11-100-066-1200-703	CFDA No.:	20.703	

In accordance with the provisions of the 2011 Hazardous Materials Emergency Preparedness Grant and based on the application, the Department of Law and Public Safety hereby awards to the above-named Subgrantee a training subgrant in the amount specified for the purposes set forth in the approved application.

This subgrant is subject to the requirements set forth in the appropriate Federal Management Circulars, the General Conditions for subgrants promulgated by the Department of Law and Public Safety (copy of which is attached hereto), all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under OMB Circular A-133 and/or State Circular Letter 98-07 (if applicable). It is subject also to any special conditions attached to this program.

This Subgrant Award incorporates all conditions and representations contained or made in the application and notice of award HMENJ8043160.

FOR THE SUBGRANTEE

FOR THE STATE OF NEW JERSEY
 DEPARTMENT OF LAW AND PUBLIC SAFETY


 Signature of Authorizing Official

 Jeffrey S. Chiesa, Attorney General
 or Designee

 TYPED NAME OF OFFICIAL AND TITLE

 DATE

 Acting Chief Fiscal Officer
 (If applicable)

Subgrant Number 12-HMEP-P170-T03

Date Application Received 09/13/2012


 Project Director
 (If applicable)

Subgrant Period 09/30/2012 – 09/30/2013

Subgrantee Fiscal Year Start Date _____



DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
Hazardous Materials Response Unit
1001 Fire Academy Drive
Sayreville, NJ 08872



Homeland Security Branch - Special Operations Section
Technical Response Bureau

FY12 Hazardous Materials Emergency Preparedness (HMEP) Subgrant Planning and Training Program Guidance and Application Kit

Hazardous Materials Emergency Preparedness (HMEP)
Grant Program – CFDA 97.020

Eligibility

Open to all 21 county and 566 Local Emergency Planning Committees (LEPCs) in New Jersey for the purpose of conducting specific projects related to their respective hazardous materials emergency planning and/or training needs.

Deadline

All applications must be postmarked to the Hazardous Materials Response Unit (HMRU) by 4:00 p.m. on **September 14, 2012**.

Contact Information

For assistance with the requirements of this solicitation, contact the HMRU Office at 732-721-4040 or via e-mail to A/DSG Chris Pereira at LPP6008@gw.njsp.org

Contents

OVERVIEW.....	1
Planning Grants.....	1
Training Grants.....	2
ELIGIBLE APPLICANTS, FUNDING AVAILABILITY and APPLICATION DEADLINE	2
Eligible Applicants	2
Funding Availability	3
Application Deadline	3
PLANNING SUBGRANT PROGRAM GUIDANCE	3
Program Goals	3
Eligible Project Activities	3
Allowable and Unallowable Costs.....	4
TRAINING SUBGRANT PROGRAM GUIDANCE.....	4
Program Goals	4
Eligible Project Activities.....	5
Allowable and Unallowable Costs.....	6
SUBGRANT PROGRAM AND APPLICATION REQUIREMENTS.....	7
Period of Performance	7
Cost Share Requirements	7
Application Process	7
Required Application Submissions	7
Federal Financial Accountability and Transparency Act.....	7
DUNS Number.....	7
Central Contractor Registry	8

Civil Rights	8
Grant Terms and Conditions.....	8
Assurances and Certifications.....	8
Disclosure of Lobbying Activities	8
Nonsupplanting Requirement	9
Procurement and Sole Source Justification.....	9
SELECTION CRITERIA.....	9
AWARD and REPORTING REQUIREMENTS.....	11
Grant Award	11
Monitoring, Reporting and Evaluation Requirements	11
Planning / Training Subgrant Application Checklist	12

Overview

The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005 authorizes the U.S. Department of Transportation (DOT) to provide assistance to public sector employees through training and planning grants to States, Territories, and Native American tribes for emergency response. The purpose of this grant program is to assist State, Territorial, Tribal, and local agencies with the safe and efficient handling of hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations.

For New Jersey, the Hazardous Materials Emergency Preparedness (HMEP) grant coordinator is the New Jersey State Police, Special Operations Section, Hazardous Materials Response Unit (HMRU). The HMEP Grant requires the recipient to make available at least 75% of the federal planning funds directly to the Local Emergency Planning Committees (LEPCs) to assist them in their Hazardous Materials planning related activities and at least 75% of the federal training funds for the training of public employees. For this solicitation, LEPCs may apply directly to the HMRU for the funding of projects to be conducted by their jurisdiction to address the unique circumstances of hazmat incidents at the local level and for the funding of projects to be conducted by their jurisdiction to address the different disciplines and planning and response functions.

For supplemental information, the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration provides guidance related to the HMEP grant program via the following web link: www.phmsa.dot.gov/hazmat/grants. Applicants should then click on "HMEP FAQs." These FAQs are for informational purposes only. The HMEP FAQs were designed for state and tribal agencies, which must meet the stated deadlines and match requirements and are eligible for allowable costs. Subgrantees, or those receiving "pass-through" funding, should follow the Subgrant Planning and Training Program Guidance prepared by the NJSP HMRU. Questions may be directed to A/DSG Chris Pereira, 732-721-4040.

Planning Grants

The primary objective of the Planning Grants Program is to develop, improve, and implement emergency plans under EPCRA as well as determine the need for regional hazardous materials emergency response teams. To accomplish these objectives, specific activities that will improve planning have been identified by Congress as those that are eligible for funding. Among these are conducting commodity flow assessments, hazards analysis, drills and exercises; assessing local response capabilities; and enhancing emergency plans.

Thus, the goal of these subgrants is to improve the implementation of LEPC/Hazmat emergency planning efforts. The possibility of hazardous materials accidents/incidents varies greatly in New Jersey. Some areas, due to their geographic location, are at risk from air, rail, roadway, and waterway incidents. Other areas may be at relatively low risk with regard to actual hazmat facilities, but have compounding factors such as heavily traveled roadways or transportation dependent populations (hospitals, schools, and nursing homes). These could present significant problems in the event that they, or a neighboring community, experience a hazmat incident.

Training Grants

The primary objective of the Training Grants Program is to develop, improve, and implement emergency response teams training. To accomplish these objectives, specific activities that will improve training have been identified by Congress as those that are eligible for funding. The possibility of hazardous materials accidents/incidents varies greatly in New Jersey. Some areas, due to their geographic locations, are at risk from air, rail, roadway, and waterway incidents. Other areas may be at relatively low risk with regard to actual hazmat facilities, but have compounding factors such as heavily traveled roadways or transportation dependent populations (hospitals, schools, and nursing homes). These could present significant problems in the event that they, or a neighboring community, experience a hazmat incident.

Thus, the goal of these subgrants is to improve the training of public sector employees to respond safely and efficiently to accidents and incidents, including those involving transportation of hazardous materials. Training may be designed for public officials who are not responders but who perform activities associated with emergency response plans developed under EPCRA.

The US DOT provides the *Guidelines for Public Sector Hazardous Materials Training* and *HMEP List of Assessed Response Courses* to assist in the curriculum management of training programs funded by HMEP.

ELIGIBLE APPLICANTS, FUNDING AVAILABILITY and APPLICATION DEADLINE

ELIGIBLE APPLICANTS

The Hazardous Materials **Planning Subgrant Program** is open to all Local Emergency Planning Committees (LEPCs) for the purpose of conducting specific projects related to address the unique circumstances of hazmat incidents at the local level and their respective hazardous materials emergency planning needs.

The Hazardous Materials **Training Subgrant Program** is open to all Local Emergency Planning Committees (LEPCs) for the purpose of conducting specific courses related to Planning, Prevention and Response training.

LEPCs may apply for the Planning and/or Training Subgrant or both. **Separate application forms must be used for each subgrant program.**

Note: LEPCs must have a State-approved Emergency Operations Plan (EOP).

FUNDING AVAILABILITY

The total funding available for subgrants is \$402,143: \$112,877 for planning subgrants and \$289,266 for training subgrants. HMEP funds will be allocated consistent with previous fiscal years. Funds will be awarded on a competitive basis. Funding will be made on a reimbursement basis only. No match is required. Applicants may be awarded a different amount than requested or an amount other than the maximum amount.

APPLICATION DEADLINE

Eligible applicants must apply for FY10 Hazardous Materials Emergency Preparedness Planning and/or Training Subgrant Programs funding through the Hazardous Material Response Unit (HMRU). **Completed applications must be postmarked no later than 4:00 p.m. on September 14, 2012.** Applications postmarked after September 14, 2012 will not be considered for funding. All applicants will receive written notification of funding decisions. HMRU will evaluate and act on applications within 30 days of the application deadline.

Original signatures are required; therefore, faxed applications will not be accepted. **The completed application package must be postmarked by 4:00 p.m. on September 14, 2012 to the HMRU Office.** Please return one original and three copies of all application materials to the following address:

New Jersey Division of State Police
Hazardous Materials Response Unit
ATTN: A/DSG Chris Pereira
1001 Fire Academy Drive
Sayreville, NJ 08872

PLANNING SUBGRANT PROGRAM GUIDANCE

Program Goals

The goal of this program is to improve the implementation of LEPC/Hazmat emergency planning efforts.

Eligible Project Activities

- Development, improvement, and implementation of emergency plans required under EPCRA as well as exercises that test the emergency plans. Enhancement of emergency plans to include hazards analysis as well as response procedures for emergencies involving transportation of hazardous materials, including radioactive materials;
- An assessment to determine flow patterns of hazardous materials within a State or between one State and another State, Territory or Native American land; also development and maintenance of a system to keep such information current;
- An assessment of local response capabilities;
- Conducting emergency response drills and exercises associated with emergency preparedness plans (must conform to EOP/Hazmat Annex & State Directive 74)

Allowable and Unallowable Costs

Allowable Costs (Planning Subgrants)

Allowable project costs are those permitted by the FY12 Hazardous Materials Emergency Preparedness Grant Program Application Kit and Program Reporting Guidance and may include:

- 1. Contracts/Consultants.** Consultant expenses and contracts for services that directly contribute to the implementation of the hazardous materials planning program. (Note: Consulting fees in excess of \$450 per day require prior written approval by the federal funding agency through the HMRU.)
- 2. Computerization.** CAMEO (Computer –Aided Management of Emergency Operations), the system of software applications used widely to plan for and respond to chemical emergencies.
- 3. Supplies.** Consumable supplies used solely for this planning project. Such costs may include training manuals and supplies used for conducting drills/exercises associated with emergency preparedness plans.

Unallowable Costs

- 1. Personnel including overtime**
- 2. Administrative expenses**
- 3. Indirect Costs**
- 4. Expenses other than those listed above**

Unallowable costs include local travel costs, standard issued equipment, personal services, management and administrative fees as well as any other miscellaneous costs that are not directly related to the program. Examples of unallowable expenses include, but are not restricted to: items not related to hazardous materials emergency planning, items claimed and reimbursed under another grant program (see “Nonsupplanting Requirement”), items that are used as a match for another grant program (see “Nonsupplanting Requirement”), software (including management of Title III materials, computers, entertainment, operational equipment, food or bottled water for exercises.

No indirect costs may be applied to the subgrant.

TRAINING SUBGRANT PROGRAM GUIDANCE

Program Goals

The goal of this program is to improve the training of public sector employees to respond safely and efficiently to accidents and incidents, including those involving transportation of hazardous materials. It also includes training for public officials who are not responders but who perform activities associated with emergency response plans developed under EPCRA.

Eligible Project Activities

- Develop and deliver training to the public sector employees according to the priority needs and requests of the LEPCs;
- Distribute training grant funds directly to the LEPCs to support public sector employee training delivered by any provider; and
- Distribute training grant funds directly to the public sector employees so that the employees can attend approved training courses.
- Training audience assessment to determine the number of public sector employees employed or used by a political subdivision who need the proposed training and to select courses consistent with the National Curriculum guidelines;
- Delivery of comprehensive preparedness and response training to public sector employees to include design of preparedness and response training to meet specialized needs; student and instructor course materials and manuals; student tuition, travel, and per diem costs; instructor costs; training facility rental; and equipment rental necessary to deliver an approved course. For training grants, equipment purchases for use as props for training may be approved with a proper justification. Costs for such equipment will be determined as reasonable based on a review by the NJSP HMRU.
- Training by a person (including a department, agency, or instrumentality of a State, Territory, or political subdivision thereof or a Native American tribe) and activities necessary to monitor such training including examinations, critiques, and instructor evaluations;
- Management of the training effort to achieve increased benefits, proficiency, and rapid deployment of public service employees who respond to accidents and incidents involving hazardous materials;
- Emergency response drills and exercises associated with training, a course of study, and tests and evaluation of emergency preparedness plans; and
- Additional activities that the DOT Associate Administrator for Hazardous Materials Safety deems appropriate to implement the scope of work for the proposed project and that are approved in the grant.

Planning and Prevention Training

For planning and prevention training to be reimbursed under the HMEP training subgrant program, grantees should review the current edition of the Guidelines for Public Sector Hazardous Materials Training and should ensure that proposed training courses are within the scope and focus of the curriculum guidance for these training areas.

Response Training

For response training to be reimbursed under the HMEP training grant program, the courses used should be assessed using the HMEP response course self-assessment materials.

Allowable and Unallowable Costs (Training Subgrants)

Allowable Costs

Allowable project costs are those permitted by the FY12 Hazardous Materials Emergency Preparedness Grant Program Application Kit and Program Reporting Guidance and may include:

- 1. Contracts/Consultants.** Consultant expenses and contracts for services that directly contribute to the implementation of the hazardous materials planning program. (Note: Consulting fees in excess of \$450 per day require prior written approval by the federal funding agency through the HMRU.)
- 2. Computerization.** CAMEO (Computer –Aided Management of Emergency Operations), the system of software applications used widely to plan for and respond to chemical emergencies.
- 3. Supplies.** Consumable supplies used solely for this training project. Such costs may include training manuals and supplies used for conducting drills/exercises associated with emergency preparedness plans.

A charge for student tuition will be allowable as long as the proceeds are used for HMEP training activities. If no tuition is charged to each student, costs incurred to provide the training are allowable.

Unallowable Costs

- 1. Personnel including overtime**
- 2. Administrative expenses**
- 3. Indirect Costs**
- 4. Expenses other than those listed above**

Unallowable costs include local travel costs, standard issued equipment, personal services, management and administrative fees as well as any other miscellaneous costs that are not directly related to the program. Examples of unallowable expenses include, but are not restricted to: items not related to hazardous materials emergency training, items claimed and reimbursed under another grant program (see “Nonsupplanting Requirement”), items that are used as a match for another grant program(see “Nonsupplanting Requirement”), software (including management of Title III materials), computers, entertainment, operational equipment, food or bottled water for exercises as well as overtime for participation in exercises.

No indirect costs may be applied to the subgrant.

SUBGRANT PROGRAM AND APPLICATION REQUIREMENTS

Period of Performance

The HMEP Planning and/or Training Subgrant awards are for 9 months from January 1, 2013 through September 30, 2013. **No time extensions are allowable.**

Cost Share Requirements

There is no local match requirement for either the Planning or the Training Subgrants.

Application Process

If applying for both the Planning **and** the Training Subgrant Programs, a separate application must be completed for each Program. Application forms are marked accordingly.

Instructions for completing application forms are included as part of the application package. You may request that an electronic format application be e-mailed to you by calling the HMRU at 732-721-4040.

Your agency's electronic submission of an application is voluntary. Your agency will not receive additional or special consideration by submitting an application in electronic format. **Electronic submission does not satisfy the postmark by 4:00 p.m. on September 14, 2012 requirement.**

Required Application Submissions

A checklist of the required forms is provided. All forms must be completed and signed where indicated. Incomplete applications will not be considered

Federal Financial Accountability and Transparency Act

Effective since 2009, a number of items are required to comply with the Federal Financial Accountability and Transparency Act (FFATA) which provides for a single website at which the public may access and search data on federal financial assistance awards including subrecipients. The completed FFATA form must be submitted with the application.

DUNS Number

The Federal Government requires that all applicants for federal grants and cooperative agreements with the exception of individuals, other than sole proprietors, have a DUNS number. The federal government will use the DUNS number to better identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.

Data Universal Numbering System (DUNS) Number

The Data Universal Numbering System (DUNS) number is a unique 9-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) may be

assigned a DUNS number. Organizations should try to keep DUNS numbers to a minimum. In many instances, a central DUNS number with a DUNS number for each major division/department/agency that applies for a grant may be sufficient. The requestor may obtain an on-the-spot DUNS number assignment by telephone at **866.705.5711**.

Obtaining a DUNS number is absolutely free for all entities doing business with the Federal Government. This includes grant and cooperative agreement applicants or prospective applicants and federal contractors. Be certain that you identify yourself as a federal grant applicant or prospective applicant.

Central Contractor Registry (CCR)

Individuals who want to be able to submit an application on behalf of their organization must become Authorized Organization Representatives (AOR) by registering with CCR. You must have a DUNS number before registering with CCR.

To register with CCR:

1. Go to www.ccr.gov.
2. Click the **Start New Registration** link.
3. Complete the Registration Worksheet.
4. Complete the Registration Acknowledgement and Point of Contact Information.

NOTE: Please check with your central governmental office to determine whether or not there is a DUNS Number and Central Contractor Registry which currently covers your agency.

Civil Rights

All recipients of federal grant funds are required to comply with nondiscrimination requirements contained in various federal laws. All applicants should consult the Assurances form in the Application Kit to understand the applicable legal and administrative requirements. Please be advised that a hold may be placed on this application if it is deemed that the applicant agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.

Grant Terms and Conditions

The following must be completed and returned with the application. Please read these documents carefully as signatures on these documents are treated as a material representation of fact upon which reliance will be placed.

Assurances and Certifications

Applicants are required to submit the standard form - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient) signed by the Government Executive named on the Application Attachment.

Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a

previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Refer to the implementing guidance published by the Office of Management and Budget for additional information. If this applies to your agency, you are required to submit the Disclosure of Lobbying Activities (SFLLL) as an attachment to your application. Complete all items that apply for both the initial filing and material change report.

Nonsupplanting Requirement

Grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available. Instead, grant funds must be used to increase the total amount of funds that would otherwise be made available for law enforcement purposes. A grant recipient may not use federal grant funds to pay for any item or costs associated with this request that the recipient is already obligated to pay. All funding awarded cannot be obligated until after the grant award start date. This means that funds cannot be applied to any agency cost prior to the award start date. In addition, all awardees will be expected to take active and timely steps pursuant to their standard purchasing procedures to fully fund costs already budgeted. The possibility of supplanting will be the subject of careful application review, possible pre-award review, and post-award monitoring and audit. Any supplanting of nonfederal funds by grant funds may be grounds for potential suspension or termination of grant funding, recovery of misused funds, and applicable legal sanctions.

Procurement and Sole Source Justification

Sole source or procurement by noncompetitive proposals is procurement through only one source, or after solicitation of a number of sources, competition is determined inadequate. It must adhere to the standards set forth in the Uniform Administrative Requirements, 28 CFR § 66.36 or 28 CFR § 70 (as applicable).

SELECTION CRITERIA

This is a competitive subgrant solicitation. All application forms must be included and filled out completely to be evaluated.

Once an application is deemed to meet the minimum requirements, each will be rated on its innovative approach that meets the HMEP goals and objectives and its ability to be readily adapted by other agencies. Projects must be related to hazardous materials emergency planning and/or training.

No work will be considered proprietary. All data and accomplishments derived from this grant program will be made available to the New Jersey Office of Emergency Management for distribution to any LEPC interested in acquiring or utilizing them. Therefore, projects that involve work that will benefit numerous LEPCs will rate highest for consideration.

Projects that solely involve the purchase of equipment are prohibited. This is a planning and/or training grant program and as such, equipment which would be used for training or response is contrary to the intent of this program. While it is possible that minor equipment purchases may be necessary to effectively carry out an intended project, this type of expenditure should be kept to a minimum and may directly affect an applicant's rating of eligibility.

The review of applications will include an initial review to ensure the proposal meets minimum standards, and, as applicable, a substantive review of the application proposal, including an evaluation of the scope of the project, whether it significantly advances the hazardous materials emergency plan and emergency response planning and/or training, whether the applicant possesses an understanding of the proposed initiative and the experience and qualifications of the applicant to conduct the proposed work. The Project Budget will also be evaluated on use of the federal funds.

1. Problem Statement/Needs Assessment/Adaptability -20%

Clearly state the problem/need that will be addressed with grant funds. Include statistics and factual information to substantiate the need and selection of the proposed program. Describe the impact of the problem on the community and any steps that have been taken to address the problem. Identify gaps in services and additional resources that are needed to resolve the problem.

2. Goals, Objectives, Action Strategy - 25%

State the goal(s) of the program. List clear and measurable objectives to achieve each goal, describing specific approaches that will be taken to resolve the problem and expected outcomes. Fully describe the implementation process. Include the following points in the action strategy: major activities that will be implemented; personnel and resources needed for program; time frame for project implementation.

3. Planning, Management Structure and Background - 20%

Provide information regarding the implementation process for your project. Outline the management structure; identify the Project Director and other key individuals who will be directly involved in the operation of the project.

4. Performance Measures/Evaluation - 20%

Describe the methods that will be used to measure the progress and assess the impact of the project.

5. Program Budget - 15%

Using the budget form, list funds requested for program implementation. Provide a detailed narrative for use of federal funds requested in each budget category and/or line item.

AWARD AND REPORTING REQUIREMENTS

Grant Award

Upon approval of the application, the subgrant will be awarded to the agency. This date will be known as the "award date." The signed award document with special conditions must be returned within **30 days** of the award date to:

**New Jersey Division of State Police
Hazardous Materials Response Unit
ATTN: A/DSG Chris Pereira
1001 Fire Academy Drive
Sayreville, NJ 08872**

Monitoring, Reporting, and Evaluation Requirements

Federal regulations require that any financial assistance from the Federal Government be monitored to ensure that those funds are spent properly. The HMRU is interested in tracking the progress of its programs. Therefore, the HMRU staff may take a number of monitoring approaches, such as site visits, office-based grant reviews, and periodic surveys to gather information.

For HMEP subgrants, each budget period will be through September 30. A final financial status report and a performance report are required at the end of the budget period. Awarded agencies will be responsible for submitting requests for reimbursement with appropriate documentation prior to this date and providing a description of how the subgrant project has been met. Reimbursement requests must include proof of payment information. No request for reimbursement may be made later than September 30, 2012. In addition to final reports, awarded agencies will be required to submit an interim performance report on or before July 15, 2012 that describes progress on the awarded project, including any problems encountered/anticipated and how they were/will be resolved.

**FY12 Hazardous Materials Emergency Preparedness Grant Program
Planning and/or Training Subgrant Application Checklist**

The following information is provided to assist in the preparation of the subgrantee application. All sections and documents listed as "Yes" in the Required Column must be completed in order for the application to be complete. Incomplete applications will not be considered.

Application Sections and Documents	Description	Required? Yes or No	Completed
Applicant Overview	Applicant name, Proposal title and Proposal abstract	Yes	<input type="checkbox"/>
Applicant Information	All information must be completed by applicant; form must be signed by authorized representative.	Yes	<input type="checkbox"/>
Assurances	Standard assurances as part of the Federal Standard Form 424. Signature required.	Yes	<input type="checkbox"/>
Debarment , Suspension - Lower Tier Covered Transactions	Certification required of all agencies (grantee or subgrantee) receiving federal funds.	Yes	<input type="checkbox"/>
Certification Regarding Lobbying	Required of all agencies (grantee or subgrantee) receiving federal funds.	Yes	<input type="checkbox"/>
Federal Financial Accountability and Transparency Act (FFATA)	Required under the FFATA for all recipients of federal funds.	Yes	<input type="checkbox"/>
Project Narrative	Agency description, problem statement, goals, objectives, activities, project management and evaluation	Yes	<input type="checkbox"/>

Memorandum of Understanding	Partner agency responsibilities	No	<input type="checkbox"/>
Project Workplan	Objectives, activities, person(s) responsible for project, project start and completion dates	Yes	<input type="checkbox"/>
Budget Detail Worksheet	Categories of funding requested to support project activities	Yes	<input type="checkbox"/>
Budget Summary	Totals from each category completed on Worksheet	Yes	<input type="checkbox"/>
Budget Narrative	Detailed description and computation of requested funding	Yes	<input type="checkbox"/>
Resolution	Resolution from subgrantee	Yes	<input type="checkbox"/>
Signature Page	Original signed copy of subgrant award page	Yes	<input type="checkbox"/>

**FY12 HAZARDOUS MATERIALS
EMERGENCY PREPAREDNESS (HMEP)
TRAINING SUBGRANT APPLICATION**

CFDA 97.020

All Assurances and Certifications (listed on the Subgrant Application Checklist) that require signatures are attached at the end of the Subgrant Application forms.

FY12 Hazardous Materials Emergency Preparedness (HMEP) Training Subgrant Application Overview

Name of Applicant Agency: Jersey City Office of Emergency Management and Homeland Security

Title of Proposal: BIO PAK 240 R Training / Haz Mat IQ

Proposal Abstract (limit 100 words or less):

Jersey City Fire Department and Police departments serve the Hudson County Region as Haz Mat and CBRNE response agencies. The Units also provide mutual aid to all surrounding communities of Hudson County. This training serves to provide advanced Hazardous Materials 4 hour duration Closed Circuit Breathing Apparatus. The BIO PAK 240 R has been issued to the Jersey City Police and Fire Dept's, Hoboken Fire Dept, Bayonne Fire Dept, Hudson County Regional Health Commision Haz Mat Response Unit, and to Kearny Fire Dept. This user training will satisfy the annual requirements for certification as per applicable standards and regulations. The Train the Trainer (instructor) portion will allow departments to be self sufficient in future new user training initiatives. This training serves to provide advanced Hazardous Materials recognition and rapid identification on scene. The HAZ MAT IQ program illustrates and the periodic table and other methods to rapidly identify products in the filed using current training base and equipment on scene and maintained by all units .Refer to attached

HMEP Training Subgrant Applicant Information

Official Name of Applicant Agency: Jersey City Office of Emergency Management

Type of Agency: State County Municipality Nonprofit

Address: 715 Summit Avenue

City/State: Jersey City NJ Zip Code: 07307 County: Hudson

Implementing Agency (if different than applicant) _____

Federal ID Number: 226002013

Agency DUNS Number : 831438275

Is Applicant Agency registered with the Central Contractor Registry? Yes No
If no, please explain _____

Name of Project: Haz Mat IQ Training

Type of Application: New Continuation CFDA # _____

Name of Project Contact: Captain Richard D. Gorman

Address (if different from above): _____

Telephone Number: 201-547-5681

Fax Number: 201-547-5999 Email Address: rgorman@njcps.org

Congressional District: 9, 10, 13

Areas affected by the Project (Statewide, county, city): Jersey City Hudson County

Proposed Project start and end dates: 01-07-12 thru 03-29-12

Name of Chief Financial Officer: Donna Mauer Telephone: 201-547-5000

Name/Title of Authorized Representative: W. Greg Kierce Director of JC OEMHS

Signature of Authorized Representative: _____

HMEP Training Subgrant Project Narrative

Jersey City Fire Department and Police departments serve the Hudson County Region as Haz Mat and CBRNE response agencies. The Units also provide mutual aid to all surrounding communities of Hudson County. Refer to attached quote. This training serves to provide advanced Hazardous Materials 4 hour duration Closed Circuit Breathing Apparatus. The BIO PAK 240 R has been issued to the Jersey City Police and Fire Dept's, Hoboken Fire Dept, Bayonne Fire Dept, Hudson County Regional Health Commission Haz Mat Response Unit, and to Kearny Fire Dept. This user training will satisfy the annual requirements for certification as per applicable standards and regulations. The Train the Trainer (instructor) portion will allow departments to be self sufficient in future new user training initiatives.

Haz Mat IQ training serves to provide advanced Hazardous Materials recognition and rapid identification on scene. The HAZ MAT IQ program illustrates and the periodic table and other methods to rapidly identify products in the field using current training base and equipment on scene and maintained by all units. Refer to attach

The activities include classroom instruction, practical, and exercise evaluation during a 3 day 8 hour program provided on a 4 group platoon system. The training will be open to the Jersey City Fire and Police, Bayonne Fire Dept, Hoboken Fire Dept, Hudson regional Health Commission, and additional dept's if space permits. The program will be managed by the Jersey City Office of Emergency Management and Homeland Security, PoC Captain Richard D. Gorman, 201-547-5681, rgorman@njicps.org. This grant has been previously secured by the Hudson County OEM.

HMEP Training Subgrant Project Work Plan

Project Name: HAZ MAT IQ

Objective	Activity	Person Responsible	Project Start and Completion Dates Estimated
4 Hr CCBA User and Instructor Training	Lecture Instruction Evaluation	\BioMarine Staff	03-2013 thru 07-2013
HAZ MAT IQ	Lecture, Activity	Haz Mat IQ Staff	

HMEP Training Subgrant Budget Detail Worksheet

The Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided. Any category of expense not applicable to the project should be marked N/A.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position requested	Annual salary	% of time on project	Federal amount
Non - Applicable			

Sub-Total: XXXXX

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman=s Compensation, and Unemployment Compensation.

Name/Position	Fringe Benefit Rate	% of time on project	Federal amount requested
Non-Applicable			

Sub-Total : XXXXX

Personnel and Fringe Benefits Total: XXXXX

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc.) In the Budget Narrative, show the basis of computation. For example, 6 people for 3 day-training at \$X airfare; \$X lodging, \$Xper diem. (Airfare - 6 x \$value per person = \$. Hotel - 6 x \$ rate per night x number of nights = \$. Per diem - 6 x \$ per diem = \$.) In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known.

Indicate source of Travel Policies applied, applicant or Federal Travel Regulations. Registration fees for conferences and training should be listed under the AOther@ category.

Purpose of Travel Federal amount requested	Location	# person(s)	# nights/days	Hotel	Airfare	Per Diem

Total:

D. Equipment - List non-expendable items with a value of over \$5,000 that are to be purchased. (Note: Organization=s own capitalization policy for classification of equipment should be used. Expendable items, including equipment valued under \$5,000, should be included in the ASupplies@ category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the AContractual@ category. Explain in the Budget Narrative how the equipment is necessary for the success of the project. Include a description of the procurement method to be used.

Non-Applicable		

Total: XXXXXX

G. Consultants/Contracts - Indicate whether applicant=s formal, written Procurement Policy or the Federal Acquisitions in the Budget Narrative is used.

Consultant Fee: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service to be provided Federal amount requested	Hourly or daily fee	Time on project

Subtotal:

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (travel, meals, lodging, etc.)

Item	Cost per unit	Location # of units

Subtotal:

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification for sole source contracts in excess of \$100,000 must be provided in the Budget Narrative.

Item	Vendor	Federal amount requested	Service to be provided
Bio Pak 240 R 16 hr User/ Instructor Training	BioMarine	\$13,000.00	8 Hour Training for 50 Students over 8 days
HAZ MAT IQ	Haz Mat IQ	\$29,300.00	8 hour Haz Mat Rapid Assessment over 4 days

Subtotal:

Consultants/Contracts Total:

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

Description

Cost per unit (define unit)

	# of units	Federal amount requested

Total:

HMEP Training Subgrant Budget Summary - When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds if applicable.

Budget Category

**Federal Amount
Requested
Non-Federal Amount
Total**

A. Personnel				Non - Applicable
B. Fringe Benefits				Non-Applicable
C. Travel				
D. Equipment				
E. Supplies				
F. Construction				Non-Applicable
G. Consultants/Contracts				\$42,300.00
H. Other				
Total Direct Costs				
Total Project Costs				\$42,300.00

HMEP Training Subgrant Budget Narrative

Jersey City Fire Department and Police departments serve the Hudson County Region as Haz Mat and CBRNE response agencies. The Units also provide mutual aid to all surrounding communities of Hudson County..Refer to attached quote. This training serves to provide advanced Hazardous Materials 4 hour duration Closed Circuit Breathing Apparatus. The BIO PAK 240 R has been issued to the Jersey City Police and Fire Dept's, Hoboken Fire Dept, Bayonne Fire Dept, Hudson County Regional Health Commision Haz Mat Response Unit, and to Kearny Fire Dept. This user training will satisfy the annual requirements for certification as per applicable standards and regulations. The Train the Trainer (instructor) portion will allow deprtments to be self sufficient in future new user training intiatives.

Jersey City Fire Department and Police departments serve the Hudson County Region as Haz Mat and CBRNE response agencies. The Units also provide mutual aid to all surrounding communities of Hudson County. This training serves to provide advanced Hazardous Materials recognition and rapid identification on scene. The HAZ MAT IQ program illustrates and the periodic table and other methods to rapidly identify products in the filed using current training base and equipment on scene and maintained by all units. Refer to attach

The activities include classroom instruction, practical, and exercise evaluation during an 8 hour program. The training will be open to the Jersey City Fire and Police, Bayonne Fire Dept, Hoboken Fire Dept , Hudson regional Health Commision, and additional dept's if space permits. The program will be managed by the Jersey City Office of Emergency Management and Homeland Security, PoC Captain Richard D. Gorman, 201-547-5681, rgorman@njjcps.org. This grant has been previously secured by the Hudson County OEM.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  #539	TITLE FDJC / JCOEMHS
APPLICANT ORGANIZATION City of Jersey City / FD / OEM	DATE SUBMITTED February 14, 2013



HazMatIQ™

Training the World's Heroes
Onsite, Online HazMat/WMD Training & Products

www.HazMatIQ.com

info@HazMatIQ.com

800-518-9895



HazMatIQ Above the Line/Below the Line Training Workshop

Jersey City 9.24.12

Course Length:

- (4) Training Days–

8-Hour HazMatIQ Above The Line/Below The Line

Course Description:

- The HazMatIQ Above The Line/Below The Line system is a patent pending program developed *by responders, for responders* and only available from HazMatIQ. The HazMatIQ system incorporates our trademarked innovative street smart “Cheat Sheets” that enable responders to safely and efficiently respond to any known or unknown chemical or mixture. Students taking this course will be able to size-up (physical state, hazards, initial hot zone, correct meters and PPE) any chemical in minutes. The system then coaches responders through a streamlined chemical research method to verify their initial size-up, preparing responders to immediately go to work when they arrive on a Hazardous Materials/WMD event.

Each student will receive:

- NIOSH Pocket Guide
- HazMatIQ laminated Smart-Charts

Training Cost:

- The total cost for four days of HazMatIQ Training for up to **50 students per day** is **\$29,300.00**
\$7,950.00 for the first training day, then discounted to **\$7,450.00** for the second, and **\$6,950.00** for the third and fourth training day.

This price includes all instructor fees, all related expenses, and course materials (Smart Charts and NIOSH Books) for up to **50 students**. **Each additional student is billed at \$100.00** per student, based on accepted terms and written conditions agreed upon by both parties.

Please be in contact with any further questions: cgorman@hazmatiq.com

800-518-9895

This Service Proposal is valid for 90 days from the date of submission by HazMatIQ. If all of the terms and conditions of the Proposal are not agreed upon within that timeframe, all price quotes, training dates, and other elements are subject to re-negotiation with no obligation by HazMatIQ or the requesting party

HazMatIQ EIN 20-5396616 -- DHS Portal Number 12-26969

BIOMARINE

A Neutronics Company
456 Creamery Way, Exton, PA 19341, USA
610-524-8800 (Voice) 610-524-8807 (Fax)
Email: lori.baumgard@neutronicsinc.com

CONFIDENTIAL QUOTATION

(JCFD092712)

Please reference the above Quotation number on all related correspondence, shipping papers, and purchase orders.

Customer: Jersey City NJ FD

Customer Representative: Harry Baker
Address: 456 Marin Blvd Jersey City, NJ
Phone: 201-547-6520
Fax:
Email: HBaker@NJJCPS.ORG

EFFECTIVE DATE		SALES REP.	SHIP VIA	F.O.B. POINT	TERMS
9/27/2012		Ted Beck	Best Way	Exton, PA	Net 30 or Credit Card
Item	Qty	Description		Unit Price	Total
1	1	BioPak 240R USER Certification INCLUDES: 4 Days Training, Certifications and CO2 SCRUBBER. 10 Students per day		\$8,500.00	\$8,500.00
This is an all inclusive cost no other charges for expenses or travel will apply. Also, includes service inspection of current rebreathers at the training location and written report.					\$8,500.00

Ted Beck is the Factory authorized Training manager.

BIOMARINE

A Neutronics Company
456 Creamery Way, Exton, PA 19341, USA
610-524-8800 (Voice) 610-524-8807 (Fax)
Email: lori.baumgard@neutronicsinc.com

CONFIDENTIAL QUOTATION

(JCFD092712)

Please reference the above Quotation number on all related correspondence, shipping papers, and purchase orders.

TERMS AND NOTES:

The following quotation shall become a binding contract between Seller and Purchaser upon Seller's acceptance of a purchase order. Quotation form No. Bio Q001, including Terms, Intended Use statement, and any additional supporting documentation attached, either technical or commercial, are made part of the Proposal package. This documentation shall become part of an entire agreement between parties, and all prior negotiations and proposals pertaining to a purchase order are superseded herein.

1. This quotation is valid for 60 days from effective date. Prices, terms and specifications may vary thereafter, unless purchase agreement is reached between Seller and Purchaser.
2. No documentation/documentation service will be provided by Biomarine Inc., other than that specified in the quotation.
3. Any changes to and/or additions to the project, following acceptance of the purchase order, may result in additional charges and/or delays in product availability. Orders are non-cancelable. A standard restocking fee of 25% equipment price will apply to order cancellations.
4. Send Orders to:
Lori Baumgard 484-713-1618 and lbaumgard@neutronicsinc.com
Biomarine, a Neutronics Company
456 Creamery Way
Exton, PA 19341
Fax: 610-524-8807
5. Unless otherwise specified by Purchaser, all orders will be shipped freight and insurance prepaid from Exton, PA. Freight and insurance will be invoiced to the customer.
6. Domestic payment terms are: Net 30 days, Company Credit-card, or C.O.D. International orders must be paid in advance.
7. Make Payments to:
Biomarine Inc
456 Creamery Way
Exton, PA 19341
8. Quoted Training Service includes certification of Users and Technicians. The quoted cost is an on-site labor estimate; costs for travel and lodging for Biomarine Service Representative(s) will be invoiced separately if **not stated otherwise** in the quotation.
9. Standard Delivery: 6-8 weeks after receipt and acceptance of Purchase Order.
10. Standard Commercial Warranty: 3 years on Apparatus, 1 year on rubber components (Hoses & Mask).

TERMS AND NOTES – continued:

2

Form No. Bio Q001
Form Revision Level: 1
Date: 4/9/2007

Biomarine, Inc
www.BioPak240r.com

BIOMARINE

A Neutronics Company
456 Creamery Way, Exton, PA 19341, USA
610-524-8800 (Voice) 610-524-8807 (Fax)
Email: lori.baumgard@neutronicsinc.com

CONFIDENTIAL QUOTATION

(JCFD092712)

Please reference the above Quotation number on all related correspondence, shipping papers, and purchase orders.

Intended Use for the Application of the Specified Equipment

Cautions and Limitations

- ◆ Failure to properly use and maintain this product could result in injury or death.
- ◆ All approved breathing apparatus shall be selected, fitted, used and maintained in accordance with NIOSH, MSHA, OSHA and other applicable regulations.
- ◆ Never substitute, modify, add or omit parts. Use only exact replacement parts in the configuration as specified by the manufacturer.
- ◆ Refer to User's Instructions and/or Maintenance manuals for information on use and maintenance of these breathing apparatus.
- ◆ Special or Critical User's Instructions and/or specific use limitations apply. Refer to User's Instructions before using or operating this equipment.

Special or Critical User's Instructions

- ◆ **All users of the Self-Contained Breathing Apparatus (SCBA) must be trained by qualified instructors in donning, operation, inspection and emergency use procedures.**
- ◆ All repairs beyond the scope of this manual must be performed by Biomarine Incorporated or a qualified Biomarine Service Center.
- ◆ Prior to using the SCBA it must be determined that user is medically fit. Refer to the User and Benchman manual for specific warnings. Failure to follow these warnings could result in serious injury or death.
- ◆ **Compressed Oxygen Hazard:** Always handle oxygen cylinders with care to prevent rupture. Do not allow oil, grease or other combustible materials to come in contact with the cylinder or cylinder valve to prevent ignition. Do not open the cylinder valve in the presence of open flame or sparks to prevent ignition. Failure to heed this warning may result in personal injury or death due to sudden release of high-pressure oxygen and/or fire.
- ◆ **Oxidizing Agent Hazard:** Oxygen is a non-flammable gas; however, it will enhance the combustion of other materials. Oxygen enrichment will decrease the energy required for the ignition of materials. In an oxygen rich environment, oxygen concentration exceeding 23% by volume at sea level, materials that normally will not burn in air may burn; and, materials that do burn in air will burn more vigorously and at a higher temperature. Oxygen will not cause materials to ignite unless there is an ignition source present.
- ◆ This SCBA is approved only when the oxygen cylinder is fully charged with compressed oxygen meeting U.S.P. specifications.

TERMS AND NOTES – continued:

BIOMARINE

A Neutronics Company
456 Creamery Way, Exton, PA 19341, USA
610-524-8800 (Voice) 610-524-8807 (Fax)
Email: lori.baumgard@neutronicsinc.com

CONFIDENTIAL QUOTATION

(JCFD092712)

Please reference the above Quotation number on all related correspondence, shipping papers, and purchase orders.

- ◆ The oxygen cylinder shall meet applicable DOT specifications and shall be marked "COMPRESSED BREATHING OXYGEN".
- ◆ Do not use this apparatus near open flames or in high radiant heat.
- ◆ After each use of this apparatus, a fully charged breathing gas container and a recharge of carbon dioxide absorbent must be installed.
- ◆ Thorough cleaning and disinfecting of the face piece, breathing tube and breathing bag must be done in accordance with the manufacturer's instructions.
- ◆ Use with adequate skin protection when worn in gases or vapors that poison by skin absorption (for example hydrocyanic acid gas).
- ◆ A good face piece seal is important since face piece leakage will severely reduce service time. Facial hair is not allowed when wearing this breathing apparatus.
- ◆ Use of pure oxygen or enriched air increases the flammability and lowers the ignition temperature of most materials.

Before use of the Breathing Apparatus, the user must fully understand its operation and limitations, as well as the application for its use. The responsibility for the proper application, operation, and maintenance of the breathing apparatus and/or its ancillary parts is the sole obligation of the trained operator. The purchaser is required to ensure operators are properly trained in the use of this breathing apparatus as well as in the possible hazards associated with its use or with the intended application. The purchaser must ensure that all of the proper warnings, labels, instruction manuals, safety warnings, components, hazard analysis, and system validation have been completed and provided to the trained operator before its use in any environment.

BIOMARINE

A Neutronics Company
456 Creamery Way, Exton, PA 19341, USA
610-524-8800 (Voice) 610-524-8807 (Fax)
Email: lori.baumgard@neutronicsinc.com

CONFIDENTIAL QUOTATION

(JCFD092712TT)

Please reference the above Quotation number on all related correspondence, shipping papers, and purchase orders.

Customer: Jersey City NJ FD

Customer Representative: Harry Baker
Address: 456 Marin Blvd Jersey City, NJ
Phone: 201-547-6520
Fax:
Email: HBaker@NJJCPS.ORG

EFFECTIVE DATE		SALES REP.	SHIP VIA	F.O.B. POINT	TERMS
9/27/2012		Ted Beck	Best Way	Exton, PA	Net 30 or Credit Card
Item	Qty	Description		Unit Price	Total
1	1	BioPak 240R TRAINER Certification INCLUDES: 4 Days Training, Certifications 10 Students per day		\$6,500.00	\$6,500.00
This is an all inclusive cost no other charges for expenses or travel will apply. Also, includes service inspection of current rebreathers at the training location and written report.					\$6,500.00

Ted Beck is the Factory authorized Training manager.

BIOMARINE

A Neutronics Company
456 Creamery Way, Exton, PA 19341, USA
610-524-8800 (Voice) 610-524-8807 (Fax)
Email: lori.baumgard@neutronicsinc.com

CONFIDENTIAL QUOTATION (JCFD092712TT)

Please reference the above Quotation number on all related correspondence, shipping papers, and purchase orders.

TERMS AND NOTES:

The following quotation shall become a binding contract between Seller and Purchaser upon Seller's acceptance of a purchase order. Quotation form No. Bio Q001, including Terms, Intended Use statement, and any additional supporting documentation attached, either technical or commercial, are made part of the Proposal package. This documentation shall become part of an entire agreement between parties, and all prior negotiations and proposals pertaining to a purchase order are superseded herein.

1. This quotation is valid for 60 days from effective date. Prices, terms and specifications may vary thereafter, unless purchase agreement is reached between Seller and Purchaser.
2. No documentation/documentation service will be provided by Biomarine Inc., other than that specified in the quotation.
3. Any changes to and/or additions to the project, following acceptance of the purchase order, may result in additional charges and/or delays in product availability. Orders are non-cancelable. A standard restocking fee of 25% equipment price will apply to order cancellations.
4. Send Orders to:
Lori Baumgard 484-713-1618 and lbaumgard@neutronicsinc.com
Biomarine, a Neutronics Company
456 Creamery Way
Exton, PA 19341
Fax: 610-524-8807
5. Unless otherwise specified by Purchaser, all orders will be shipped freight and insurance prepaid from Exton, PA. Freight and insurance will be invoiced to the customer.
6. Domestic payment terms are: Net 30 days, Company Credit-card, or C.O.D. International orders must be paid in advance.
7. Make Payments to:
Biomarine Inc
456 Creamery Way
Exton, PA 19341
8. Quoted Training Service includes certification of Users and Technicians. The quoted cost is an on-site labor estimate; costs for travel and lodging for Biomarine Service Representative(s) will be invoiced separately if **not stated otherwise** in the quotation.
9. Standard Delivery: 6-8 weeks after receipt and acceptance of Purchase Order.
10. Standard Commercial Warranty: 3 years on Apparatus, 1 year on rubber components (Hoses & Mask).

TERMS AND NOTES – continued:

2

Form No. Bio Q001
Form Revision Level: 1
Date: 4/9/2007

Biomarine, Inc
www.BioPak240r.com

BIOMARINE

A Neutronics Company
456 Creamery Way, Exton, PA 19341, USA
610-524-8800 (Voice) 610-524-8807 (Fax)
Email: lori.baumgard@neutronicsinc.com

CONFIDENTIAL QUOTATION (JCFD092712TT)

Please reference the above Quotation number on all related correspondence, shipping papers, and purchase orders.

Intended Use for the Application of the Specified Equipment

Cautions and Limitations

- ◆ Failure to properly use and maintain this product could result in injury or death.
- ◆ All approved breathing apparatus shall be selected, fitted, used and maintained in accordance with NIOSH, MSHA, OSHA and other applicable regulations.
- ◆ Never substitute, modify, add or omit parts. Use only exact replacement parts in the configuration as specified by the manufacturer.
- ◆ Refer to User's Instructions and/or Maintenance manuals for information on use and maintenance of these breathing apparatus.
- ◆ Special or Critical User's Instructions and/or specific use limitations apply. Refer to User's Instructions before using or operating this equipment.

Special or Critical User's Instructions

- ◆ **All users of the Self-Contained Breathing Apparatus (SCBA) must be trained by qualified instructors in donning, operation, inspection and emergency use procedures.**
- ◆ All repairs beyond the scope of this manual must be performed by Biomarine Incorporated or a qualified Biomarine Service Center.
- ◆ Prior to using the SCBA it must be determined that user is medically fit. Refer to the User and Benchman manual for specific warnings. Failure to follow these warnings could result in serious injury or death.
- ◆ **Compressed Oxygen Hazard:** Always handle oxygen cylinders with care to prevent rupture. Do not allow oil, grease or other combustible materials to come in contact with the cylinder or cylinder valve to prevent ignition. Do not open the cylinder valve in the presence of open flame or sparks to prevent ignition. Failure to heed this warning may result in personal injury or death due to sudden release of high-pressure oxygen and/or fire.
- ◆ **Oxidizing Agent Hazard:** Oxygen is a non-flammable gas; however, it will enhance the combustion of other materials. Oxygen enrichment will decrease the energy required for the ignition of materials. In an oxygen rich environment, oxygen concentration exceeding 23% by volume at sea level, materials that normally will not burn in air may burn; and, materials that do burn in air will burn more vigorously and at a higher temperature. Oxygen will not cause materials to ignite unless there is an ignition source present.
- ◆ This SCBA is approved only when the oxygen cylinder is fully charged with compressed oxygen meeting U.S.P. specifications.

TERMS AND NOTES – continued:

BIOMARINE

A Neutronics Company
456 Creamery Way, Exton, PA 19341, USA
610-524-8800 (Voice) 610-524-8807 (Fax)
Email: lori.baumgard@neutronicsinc.com

CONFIDENTIAL QUOTATION

(JCFD092712TT)

Please reference the above Quotation number on all related correspondence, shipping papers, and purchase orders.

- ◆ The oxygen cylinder shall meet applicable DOT specifications and shall be marked "COMPRESSED BREATHING OXYGEN".
- ◆ Do not use this apparatus near open flames or in high radiant heat.
- ◆ After each use of this apparatus, a fully charged breathing gas container and a recharge of carbon dioxide absorbent must be installed.
- ◆ Thorough cleaning and disinfecting of the face piece, breathing tube and breathing bag must be done in accordance with the manufacturer's instructions.
- ◆ Use with adequate skin protection when worn in gases or vapors that poison by skin absorption (for example hydrocyanic acid gas).
- ◆ A good face piece seal is important since face piece leakage will severely reduce service time. Facial hair is not allowed when wearing this breathing apparatus.
- ◆ Use of pure oxygen or enriched air increases the flammability and lowers the ignition temperature of most materials.

Before use of the Breathing Apparatus, the user must fully understand its operation and limitations, as well as the application for its use. The responsibility for the proper application, operation, and maintenance of the breathing apparatus and/or its ancillary parts is the sole obligation of the trained operator. The purchaser is required to ensure operators are properly trained in the use of this breathing apparatus as well as in the possible hazards associated with its use or with the intended application. The purchaser must ensure that all of the proper warnings, labels, instruction manuals, safety warnings, components, hazard analysis, and system validation have been completed and provided to the trained operator before its use in any environment.

**New Jersey Department of Law and Public Safety
New Jersey Division of State Police
Hazardous Materials Emergency Preparedness (HMEP)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Subrecipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall

complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Certification Regarding a Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such

conviction. Employers or convicted employees must provide notice, including position title, to:

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place of Performance for the site(s) for the work done in connection with the specific grant. (Street address, city, county, State, zip code).

715 Summit Ave JCNJ 07306 HUDSON Co.

Certification

As the duly authorized representative of the Subgrantee, I hereby certify that the Subgrantee will comply with the above-referenced requirements in accordance with the FY2011 Emergency Management Performance Grant.

Jersey City Office of Emergency Management
Subgrantee Agency

Subgrant Number


#539 JCOE/HS
Signature of Authorized Official FOJ

Deputy Coordinator _____
Title of Authorized Official

Richard D. Gorman _____
Printed Name of Authorized Official

March 5, 2013 _____
Date

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

- 1. Agency Name: Jersey City Office of Emergency Management
- 2. City: Jersey City 3. State: NJ
- 4. Congressional District: 9,10,13 5. County: Hudson
- 6. DUNS number: 831438275
(<http://www.dnb.com/us/>)

- 7. Location of Primary Place of Performance of Project (if different than above):
City: _____ State: _____
Congressional District: _____ County: _____

- 8. Central Contractor Registration Completed: Yes No
(<http://www.ccr.gov/>)
If No, please explain: _____

9. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:
(i) the entity in the preceding fiscal year received—
(a) 80 percent or more of its annual gross revenues in Federal awards; and
(b) \$25,000,000 or more in annual gross revenues from Federal awards; and
(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

<u>Officer Name</u>	<u>Total Compensation</u>
#1 _____	
#2 _____	
#3 _____	
#4 _____	
#5 _____	

10. Signature of Agency Representative:  #539 JCOEM/HS
FDJC

To be completed by Division/SubGrantor:

- 1. Amount of Award: _____
- 2. Federal: _____ 3. Match or State Share: _____
- 4. Award Title: _____ 5. Award Number: _____
- 6. Transaction Type: _____
- 7. CFDA Number: _____
- 8. Program Source: _____

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

City Clerk File No. Res. 13-186

Agenda No. 10.Z.9

Approved: MAR 13 2013



TITLE: RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2012 – 2013

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the New Jersey Department of Community Affairs (DCA) has been designated as the State Agency to administer and supervise the federal Community Services Block Grant; and

WHEREAS, the New Jersey Department of Community Affairs intends to award the City of Jersey City approximately \$926,539.00 for the Community Services Block Grant Program; and

WHEREAS, the City of Jersey City through its Division of Community Development, desires to accept Grant Agreement No. 2013-05235-0267-00 from the State of New Jersey, Department of Community Affairs; and

WHEREAS, this Grant Agreement will provide the City of Jersey City with an initial allocation of \$231,635.00 for the operation of the Community Services Block Grant Program; and

WHEREAS, this allocation represents a portion of the anticipated grant award of approximately \$926,539.00; and

WHEREAS, this Grant Agreement will be effective from the period of October 1, 2012 through September 30, 2013; and

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

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

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

1. The City of Jersey City is hereby authorized to accept and execute Grant Agreement No. 2013-05235-0267-00 with the New Jersey Department of Community Affairs for the purpose of accepting funds under the federal Community Services Block Grant.
2. Be it further resolved, that the Mayor or Business Administrator is authorized to sign the Community Services Block Grant Agreement and any other documents necessary in connection therewith.

APPROVED: *Carol Kaprielian*

APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM *[Signature]*

[Signature]
Corporation Council

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

LEGISLATIVE FACT SHEET

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

FULL TITLE OF ORDINANCE/RESOLUTION/COOPERATION AGREEMENT:

RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2012 – 2013

NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:

DARICE TOON, DIRECTOR, DIVISION OF COMMUNITY DEVELOPMENT – 201-547-5304

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

CSBG PROVIDES FUNDING TO VARIOUS SOCIAL SERVICE AGENCIES. SERVICES RANGE FROM EDUCATIONAL PROGRAMS FOR YOUTH TO A MEALS ON WHEELS PROGRAM FOR SENIOR CITIZENS.

ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

CSBG IS DESIGNED TO ALLEVIATE POVERTY RELATED CONDITIONS.

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

INITIAL ALLOCATION \$231,635.00

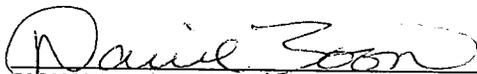
IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

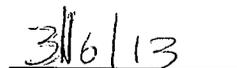
OCTOBER 2012

ANTICIPATED COMPLETION DATE:

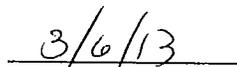
SEPTEMBER 2013

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR


DATE


SIGNATURE OF DEPARTMENT DIRECTOR


DATE

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

City Clerk File No. _____ Res. 13-187 _____

Agenda No. _____ 10.Z.10 _____

Approved: _____ MAR 13 2013 _____

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT WITH VICTORIA GARDENS, LP FOR 78 STEVENS AVENUE

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City to enter into contract with for profit or non-profit entities, organized under state and federal law for the purpose of constructing affordable housing; and

WHEREAS, the eligible applicant must provide proof that it is the recipient of funds from another public or private source(s) that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, on February 22, 2012, the municipal council approved Resolution Number 12-119 authorizing an Affordable Housing Trust Fund agreement with Let's Celebrate Housing Inc. for Victoria Gardens (78 Stevens Avenue) for the preservation of 17 affordable housing units; and

WHEREAS, in order to preserve seventeen (17) units of affordable housing at 78 Stevens Avenue, the City awarded \$65,000 in Affordable Housing Trust Funds (AHTF) to cover outstanding liens (tax, water and sewer). NJ Department of Community Affairs (NJCA) fines were to be covered by Let's Celebrate Housing, Inc.; and

WHEREAS, Victoria Gardens, LP (Let's Celebrate) has assumed ownership of 78 Stevens Avenue (Victoria Gardens) in May 2011, however, subsequent taxes were not paid by Victoria Gardens, LP and previous liens were not redeemed therefore, additional liens, fines and penalties have been placed on the property; and

WHEREAS, it is now necessary to award an additional \$52,053.00 in Affordable Housing Trust Funds to preserve these seventeen (17) units of affordable housing due to outstanding liens, fines and penalties issued as of March 1, 2013; and

WHEREAS, this is the City's second and final request for Affordable Housing Trust Funds to assist Victoria Gardens, LP for the preservation of these units.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT
WITH VICTORIA GARDENS, LP FOR 78 STEVENS AVENUE**

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

- 1) The Mayor and / or Business Administrator is hereby authorized to enter into an Agreement with Let's Celebrate Housing, Inc. for the preservation of seventeen (17) affordable housing units at 78 Stevens Avenue, Jersey City, New Jersey.
- 2) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$52,053.00 are available in Account No. 17-293-56-000-025. (PO# 109297)



 Donna L. Mauer
 Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

 Certification Required

 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
										3.13.13	
COUNCILPERSON	AY	NAY	N.V.	COUNCILPERSON	AY	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City



 Peter M. Brennan, President of Council



 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-188

Agenda No. 10.Z.11

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING SETTLEMENT OF THE LAWSUIT OF THE ESTATE OF BETSY GARCIA AGAINST THE CITY OF JERSEY CITY

COUNCIL

OFFERED AND MOVED

adoption of the following Resolution:

WHEREAS, on November 28, 2010 the plaintiff's decedent was the driver of an automobile who lost control due to the conditions of the roadway, and crashed into a wall resulting in her death; and

WHEREAS, the plaintiff's decedent was one of several drivers who had similarly lost control at that location and crashed their vehicles around the same time; and

WHEREAS, the plaintiffs brought suit in the Superior Court of New Jersey, Law Division, Hudson County, bearing Docket No.: HUD-L-1657-11 seeking damages resulting from the death of plaintiff's decedent; and

WHEREAS, plaintiff developed evidence during discovery in the lawsuit that the City of Jersey City had notice of the roadway condition and failed to remedy or warn about the condition; and

WHEREAS, the parties, including the State of New Jersey and the owner of property abutting the accident location, after consultation with the Court, have determined that it will be in their best interest to participate in the settlement of this matter; and

WHEREAS, the plaintiff has provided a comprehensive General Release of all claims against the defendants including the City of Jersey City; and

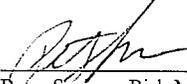
WHEREAS, it is in the best interest of the City of Jersey City to resolve this case by contributing to the settlement.

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

1. The Corporation Counsel is authorized to settle this law suit for the sum of \$300,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check for \$300,000.00 payable to Luis Garcia Administrator of the Estate of Betsy Ann Garcia decedent, and his attorneys Koles, Burke and Bustillo, LLP.

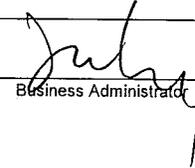
I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Account.

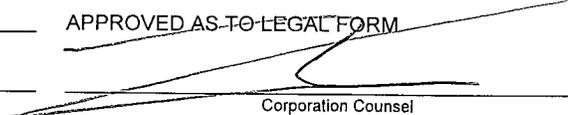
MD/cw


Peter Soriero, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

02013045

APPROVED 8-0

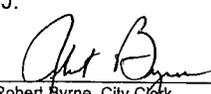
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ 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

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

February 26, 2013

President and Members of the Municipal Council
City of Jersey City
City Hall-280 Grove Street
Jersey City, New Jersey 07302

Re: Luis Garcia ad prosequendum of Betsy Garcia v. Alphonse DeTrolio, United Water, State of New Jersey, County of Hudson, City of Jersey City, Jersey City Municipal Utilities Authority
Docket No.: HUD-L-1657-11

Dear President and Members of the City Council:

This lawsuit arises out of an automobile accident which occurred in the early morning hours of November 28, 2010 and resulted in the death of the driver.

We are requesting that the City Council approve the settlement of this matter in the amount of \$300,000.00 representing the contribution of the City of Jersey City to a total settlement amount of \$750,000.00.

Since the proposed settlement terms were agreed to by the City's excess insurance carrier, the actual cost of the settlement to the City will be the amount of the self insured retention, \$250,000.00, less reimbursable expenses.

The plaintiff's decedent was one of three (3) drivers proceeding northbound on Tonelle Avenue each of whom apparently lost control within a period of 10 minutes, allegedly due to a slippery road surface.

Although Tonnelle Avenue at the subject location is a New Jersey State Highway, it is patrolled routinely by officers of the Jersey City Police Department. In this case approximately 40 minutes prior to the fatal accident, Jersey City Police Officers were called to investigate a similar one (1) vehicle accident where the driver lost control in the same location and damaged his vehicle.

While investigating that accident one of the police officers advised the dispatcher to call the Department of Transportation to come to the scene and remedy an “icing condition”.

The officer, after having made this call, nevertheless determined that the road did not present a hazard and left the scene.

As referred to above, within 40 minutes three (3) other vehicles at the same location, including the decedent, lost control and damaged their vehicles.

Discovery revealed that the source of the water forming the “icing condition” was a leaking underground service pipe on property privately owned and adjacent to the subject roadway.

Although the property owner testified that he was unaware of such a leak he did know of recurring water accumulation in the curb area of Tonnelle Avenue adjacent to his property. The property owner is contributing \$300,000.00 to the settlement.

The other remaining defendant is the State of New Jersey, the owner of the subject roadway.

The evidence revealed that the State responded reasonably promptly to the request made through the Jersey City Police Department and was otherwise without notice of the specific condition on the morning of the accidents.

However, the State has agreed to contribute \$150,000.00 as a result of allegations made by the plaintiff that poorly maintained drainage allowed the water from the leaking pipe to accumulate and freeze thus contributing to the accident.

The investigating Jersey City police officers, responding to the three (3) vehicle accidents determined that ice on the roadway, the source of which was water from the adjacent property, was the cause of the accidents.

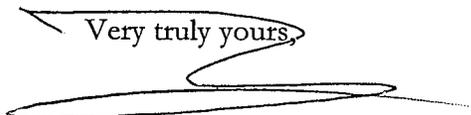
Plaintiff was wearing her seatbelt and the air bag was deployed at the time of the accident.

The plaintiff's decedent was a fifty (50) year old woman with two (2) adult children, one a college student who lived at home and the other employed and living at home during the week. Plaintiff submitted an economist's report asserting the economic loss in excess of \$800,000.00.

Although discovery revealed no eyewitness to testify to conscious pain and suffering, the case law permits the jury to infer some amount of conscious pain and suffering together with fear of the impending crash for the period between the loss of control and the actual impact of the vehicle with the wall with which it ultimately collided. In addition, plaintiff lived for a period of six (6) days following the accident and plaintiff claimed damages for the loss of enjoyment of life for that period of time. Such damages are allowed by law.

After the completion of discovery parties agreed to a settlement conference with the Assignment Judge of Hudson County. The recommendation of the Assignment Judge was consistent with the finding of the Arbitrator and under the facts of this case and the applicable law I recommend the settlement be approved for the following reasons; (1) although the City's share of the settlement is \$300,000.00, the actual payout after reimbursement will be less than \$250,000.00; (2) contribution by the abutting property owner and by the State of New Jersey is significant and the liability of each of those defendants is questionable; and (3) case law and the evidence in this case support the plaintiff's theory of liability against the City of Jersey City.

Very truly yours,


**WILLIAM C. MATSIKOU DIS
CORPORATION COUNSEL**

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

City Clerk File No. Res. 13-189

Agenda No. 10.Z.12

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION ENTITLED THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, ET AL. V. OCCIDENTAL CHEMICAL CORPORATION, ET AL., DOCKET NO.: ESX-L-9868-05 (PASR) SUBSTANTIALLY IN ACCORDANCE WITH THE TERMS OF A PROPOSED CONSENT JUDGMENT AND RELATED DOCUMENTS

COUNCIL
following Resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City is a Third-Party Defendant in litigation entitled the New Jersey Department of Environmental Protection, et al. v. Occidental Chemical Corporation, et al., Docket No.: ESX-L-9868-05 (PASR) (the Passaic River Litigation); and

WHEREAS, the New Jersey Department of Environmental Protection, the Commissioner of the New Jersey Department of Environmental Protection, and the Administrator of the New Jersey Spill Compensation Fund (collectively, "Plaintiffs"), have offered to settle directly with all Third-Party Defendants, including the City of Jersey City; and

WHEREAS, on behalf of the City of Jersey City, counsel executed a Confidentiality Agreement and Memorandum of understanding with Plaintiffs which, among other things, allowed for settlement negotiations between the City of Jersey City and Plaintiffs and for the development of settlement documentation, provided that the negotiations and the documents generated during the course of those negotiations were to remain strictly confidential; and

WHEREAS, negotiations between Plaintiffs and Third-Party Defendants, including the City of Jersey City, have resulted in the preparation of a proposed Consent Judgment and related settlement documentation; and

WHEREAS, the City of Jersey City has reviewed with counsel the proposed Consent Judgment and related settlement documentation which continue to remain strictly confidential in accordance with the Confidentiality Agreement and Memorandum of Understanding executed by counsel on behalf of the City of Jersey City until such time as they are published by Plaintiffs in accordance with the Consent Order on the Approval Process for the Proposed Consent Judgment entered by the Court on January 24, 2013 ("Consent Order"), a copy of which is annexed hereto as Exhibit "A"; and

WHEREAS, the proposed Consent Judgment and related settlement documentation may be subject to change depending on the outcome of the approval process outlined in the Consent Order; and

WHEREAS, the City of Jersey City desires to approve the proposed settlement as reflected in the proposed Consent Judgment and related settlement documentation and allow for the approval process to move forward in accordance with the Consent Order.

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

1. All of the foregoing "Whereas" clauses are incorporated by reference as if set forth at length herein.
2. The City of Jersey City hereby authorizes the settlement of the Passaic River Litigation substantially in accordance with the terms set forth in the proposed Consent Judgment and related settlement documentation reviewed by the City of Jersey City in Executive Session at the meeting of March 11, 2013.

0 2 0 1 3 0 4 3

City Clerk File No. Res. 13-189

Agenda No. 10.Z.12

TITLE:

- 3. The City of Jersey City Corporation Counsel and all other appropriate City of Jersey City officials and personnel are authorized to prepare any and all related documents and perform all tasks, which will effectuate the purposes of this Resolution.
- 4. The appropriation of any and all settlement sums shall be the subject of a subsequent resolution to be adopted by the City of Jersey City after the finalization of the approval process set forth in the Consent Order and in accordance with the proposed Consent Judgment.
- 5. This Resolution shall take effect immediately and/or as required by law.

SDC/cw
03/04/13

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											3.13.13
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13-190

Agenda No. 10.Z.13

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING SETTLEMENT OF THE SUIT OF GEORGE GABRIEL AND THE CITY OF JERSEY CITY

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

WHEREAS, George Gabriel having filed suit against the City of Jersey City, et al. in Superior Court of New Jersey under Hudson County Docket No. HUD-L-3565-10; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$30,000; and

WHEREAS, plaintiff has agreed to this settlement and will sign all required releases and stipulation of dismissal; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$30,000.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$30,000 payable to plaintiff and his attorney.

I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.


Peter Soriero, Risk manager

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

02013042

APPROVED 8-0

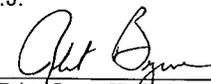
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ 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. 13-191

Agenda No. 10.Z.14

Approved: MAR 13 2013

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE
SOCIETY, INC. TO PROVIDE ANIMAL SHELTER MANAGEMENT SERVICES FOR
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF
HEALTH**

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

WHEREAS, the City of Jersey City (City) desires to award a contract to Liberty Humane Society, Inc. (LHS) to provide animal shelter management services for the Department of Health & Human Services, Division of Health; and

WHEREAS, pursuant to N.J.S.A. 40:48-5.1, the City may enter into negotiations with a humane society or association which has maintained a pound for at least one year and may contract for any period not exceeding five (5) years for the collecting, keeping for redemption and destroying of all such stray animals found within the municipal limits whenever there is no public pound established within the municipality; and

WHEREAS, the total contract amount is **\$383,586.00** for a one year period effective as of **January 1, 2013 through December 31, 2013**; and

WHEREAS, funds in the amount of \$5,000.00 are available in DHHS Health Division Operating Current Fund Contractual Account No. 1-201-27-331-314 and the remaining balance of \$378,586 will be made available in the City's 2013 Calendar year permanent budget.

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

1. The Mayor or Business Administrator is authorized to execute an agreement with LHS, in substantially the form attached, to provide animal shelter management services to the City;
2. The contract shall be for a one year term effective as of **January 1, 2013 through December 31, 2013** and the total contract amount shall not exceed **\$383,586**;
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget; and
4. The award of this contract shall be subject to the condition that LHS provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 13-191

Agenda No. 10.Z.14 MAR 13 2013

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE
SOCIETY, INC. TO PROVIDE ANIMAL SHELTER MANAGEMENT SERVICES FOR
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF
HEALTH**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in DHHS Health Division Operating Current Fund Contractual Account No. 1-201-27-331-314; P.O. # 109257.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]
APPROVED: [Signature] Business Administrator CORPORATION COUNSEL [Signature]

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL SHELTER MANAGEMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Harry Melendez. (201) 547-6800.

3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:

Liberty Humane Society will provide animal shelter management services for the Department of Health & Human Services Health Division Animal Control Program.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

Pursuant to N.J.S.A. 40:48-5.1 to comply with City's statutory obligation to provide shelter for stray animals.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

It will provide a variety of animal control services for the well-being of animals and residents of Jersey City which includes picking up stray or abandoned animals, responding to animal nuisance and/or cruelty complaints and picking up and disposing of dead animals.

6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):

DHHS Current Fund Division of Health Contractual Account \$383,586.

7. DATE PROPOSED OR PROJECT WILL COMMENCE:

January 1, 2013

8. ANTICIPATED COMPLETION DATE:

December 31, 2013

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:

Harry Melendez (201)547-6800

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

DATE

Harry Melendez

SIGNATURE OF DEPARTMENT DIRECTOR

03.12.13

DATE

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2013 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and LIBERTY HUMANE SOCIETY, INC., a non-profit corporation of the State of New Jersey ("Contractor" or "LHS"), P.O. Box 3766, Jersey City, New Jersey

WHEREAS, Liberty Humane Society, Inc. (LHS) provided the City of Jersey City (City) with animal shelter management services under a five year contract which ran from November 1, 2004 through October 31, 2009 and on a yearly basis thereafter; and

WHEREAS, LHS has provided the services in an effective and efficient manner; and

WHEREAS, N.J.S.A. 40:48-5.1 authorizes a municipality to negotiate and award a contract without public bidding to a nonprofit humane society which has continuously maintained a pound for at least one year; and

WHEREAS, LHS satisfies the requirements of N.J.S.A. 40:48-5.1; and

WHEREAS, Resolution _____ approved on _____, 2013 authorized this Agreement between the City and LHS; and

WHEREAS, LHS will manage the operations of the Jersey City animal shelter for a term of one year effective as of **January 1, 2013 through December 31, 2013**; and

WHEREAS, the City agrees to pay LHS a fee of **\$383,586.00** for a term of one year.

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 Contractor to provide animal shelter management services as described in the City's Request for Proposals and in the Contractor's response dated May 10, 2004.

ARTICLE II

Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP), Contractor's Proposal dated May 10, 2004, and Contractor's Proposal Clarification letter dated July 6, 2004. The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In

the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Contractor's Proposal dated May 10, 2004 and Contractor's Proposal Clarification letter dated July 6, 2004.

2. The contract term is for one year effective as of **January 1, 2013 through December 31, 2013**.
3. It shall be the Contractor's responsibility to provide and pay for veterinary services for all animals that become sick while under the Contractor's care at the shelter. It shall be the Contractor's responsibility to transport to the veterinarian animals that become sick at the shelter.
4. Contractor agrees that it will admit to the pound all animals brought by the City.
5. The City will recommend two (2) appointments to the Board of Directors of LHS: one (1) recommended by the municipal council and one (1) recommended by the mayor. These new members shall be entitled to all the rights and privileges of board members, including the right to vote on issues before the board.
6. LHS shall advertise and conduct meetings open to the public on a quarterly basis.
7. LHS shall assume and conduct animal control services during the balance of holidays observed by the City including and between March 29, 2013 and December 31, 2013.
8. LHS shall be authorized to utilize the city's animal control vehicle while performing ANIMAL CONTROL SERVICES on behalf of the City.
9. The City will make available for a nominal cost to LHS any animal control vehicle which is retired from city service.
10. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

In performing the services under this Agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of

performing the consulting services described in the Scope of Services.

Contractor 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 and services are correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

In consideration for providing animal shelter management services, the City shall pay the Contractor a total fee of **\$383,586**.

The Contractor shall invoice the City at the end of each month for *one twelfth* of the total fee. The invoice shall include a summary of the performance of the shelter's operations for the month being billed. This invoice is in addition to the reporting as described in the RFP and the Contractor's Proposal. The Contractor shall provide documentation to support the amount billed. Documentation shall include but not be limited to paid invoices for services or materials purchased by the Contractor, payroll registers, and canceled checks.

ARTICLE V
Insurance

Contractor shall purchase and maintain the following insurance during the terms of this Contract:

- A. \$1,000,000.00 per incident in personal/general liability insurance and \$50,000.00 in property damage liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.
- B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of one hundred thousand dollars (\$100,000) (Statutory).

Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided by insurance companies authorized to do business in the State of New Jersey, as rated in the

Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing performance of the management services, Contractor shall furnish the City certificates of insurance.

The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI
Termination for Cause

In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

ARTICLE VII
Arbitration

Any disputes or claims arising out of this Agreement or breach thereof, with the exception of disputes or claims involving non-payment of fees by the City or a decision by the City to terminate this Agreement, shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

A demand for arbitration shall be in writing no later than 5 days after the written decision of the City

of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE VIII

Indemnity

Notwithstanding the imposition of joint or concurrent liability upon the City by statute, ordinance, rule, regulation, or order, the LHS shall indemnify, defend and hold the City harmless, except for negligence or willful act of City's employees, contractors or agents, against and from any and all liability, fines, suits, claims demands and action, and costs and expenses of any kind or nature during the time of this Agreement that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by LHS, its agents, servants, invitees, and/or employees that result in any loss of life or property or in any injury or damage to persons or property. If the LHS shall be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding which the City is made a party, the City shall be entitled to appeal, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing, providing such action by the City does not limit or make void any liability of any insurer of the City or the LHS hereunder in respect to the claim or matter in question; and further providing that such action by the City is at the City's sole cost and expense if such action or proceeding involves a claim which is less than the insurance coverage provided by the LHS therefore. Notwithstanding anything to the contrary herein, the LHS shall have no obligation to indemnify, defend or hold the City harmless pursuant to this Section for any liability, property damage, loss, or personal injury (I) that are caused by the acts or omissions of the City, or any of its employees, contractors or agents; (ii) that occurred prior to the commencement of the term of this Agreement; or (iii) violations of Legal Requirements which exist at the commencement of this Agreement. LHS's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

ARTICLE IX

Entire Agreement

This Agreement constitutes the entire management agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE X
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XI
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Harry Melendez
Director DHHS
City of Jersey City
1 Journal Square Plaza, 2nd Fl
Jersey City, NJ 07306

Andrew Siegel
President
Liberty Humane Society, Inc.
P.O. Box 3766
Jersey City, NJ 07303

ARTICLE XII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached

hereto as Exhibit "A" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest: City of Jersey City

City of Jersey City

Robert Byrne, City Clerk

Date: _____

John Kelly, Business Administrator

Date: _____

Attest: Liberty Humane Society, Inc.

Liberty Humane Society, Inc.

Name: _____

Title: _____

Date: _____

Andrew Siegel, President

Date: _____

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

City Clerk File No. Res. 13-192

Agenda No. 10.Z.15

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE AND FIRE DEPARTMENT'S COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the maintenance of the Police and Fire Department's Wide Area Network, Servers, Radio System, Security and IP Mobilenet telecommunication hardware and software systems; and

WHEREAS, this equipment utilizes proprietary hardware and software; and

WHEREAS, Network Management Solutions has agreed to provide the goods and services specified as necessary by the Police Department's Computer Unit; and

WHEREAS, service will be provided 24 hours per day and seven (7) days per week; and

WHEREAS, the City of Jersey City has received a proposal from Network Management Solutions in the total amount of Three Hundred Seventy-Nine Thousand Two Hundred (\$379,200.00) Dollars for one Year beginning January 1, 2013 thru Dec 31, 2013; and

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

WHEREAS, funds in the amount of \$95,000.00 are currently available in the Temporary 2013 budget of Account No. 13-01-201-25-240-310; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Network Management Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Network Management Solutions has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit Network Management Solutions from making any reportable contributions during the term of the contract; and

WHEREAS, Network Management Solutions has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE AND FIRE DEPARTMENT'S COMPUTER INFRASTRUCTURE AND RELATED SYSTEMS WITHOUT PUBLIC BIDDING

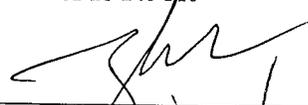
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one year contract is awarded to Network Management Solutions in the amount of Three Hundred Seven-Nine Thousand Two Hundred (\$379,200.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Network Management Solutions provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 current year budget shall be subject to the availability and appropriation of sufficient funds in the 2013 year permanent budget; and
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city's contractor pay-to play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

Donna Mauer
Donna Mauer Chief Financial Officer, hereby certify that sufficient funds are available for payment of the above resolution in Account No. **13-01-201-25-240-310**;

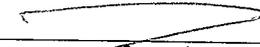
ACCT# 13-01-201-25-240-310

P.O.# 109334

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

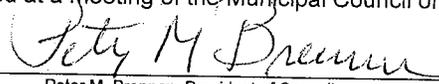
APPROVED 8-0

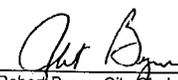
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

1. **Full Title of Ordinance/Resolution/Cooperation Agreement :**

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SERVICES FOR THE SUPPORT OF PROPRIETARY HARDWARE AND SOFTWARE

2. **Name and Title of Person Initiating Ordinance/Resolution :**

ROBERT KAKOLESKI, DIRECTOR, DEPARTMENT OF POLICE

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

MONITOR AND SUPPORT CITY'S WIDE AREA NETWORK AND LOCAL AREA NETWORK SERVERS

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

CONTINUED NETWORK OPERATIONS THROUGHOUT CITY

5. **Anticipated Benefits to the Community:**

COMPUTER SYSTEMS WHICH SERVE THE PUBLIC (TAX COLLECTION, TAX ASSESSMENT, ETC) RELY ON AVAILABILITY OF DATA CENTER OPERATIONS AND NETWORKED SYSTEMS

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 contributions.) :**

THREE HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED AND 00 DOLLARS (\$379,200.00)

7. **Date Proposed Program or Project will Commence:**

JANUARY 1, 2013

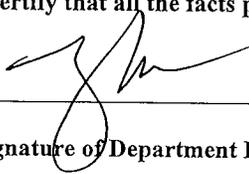
8. **Anticipated Completion Date:**

DECEMBER 31, 2013

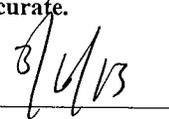
9. **Person Responsible for Coordinating Proposed Program/Project :**

DEPUTY CHIEF, PHILLIP ZACHE, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

DETERMINATION OF VALUE CERTIFICATION

Robert Kakoleski, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Network Management Solutions provide the City with proprietary system software and support and maintenance services.
3. The term of the contract is one year effective as of January 1, 2013.
4. The amount of the contract is \$379,200.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

3 / 6 / 13



Robert Kakoleski, Police Director

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #

0161311

Assigned PO #

Requisition

Vendor
NETWORK MANAGEMENT SOLUTIONS
1122 ROUTE 22 WEST, 2ND FL
MOUNTAINSIDE NJ 07092

NE397100

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ. PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Dept. Ship To
POLICE DEPARTMENT
SUPPORT SERVICES UNIT
73-85 BISHOP STREET
JERSEY CITY NJ 07304

Contact Info
SGT. JOHN TKACZYK
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL OF CONTRACT FOR NETWORK MANAGEMENT & MAINTENANCE	01-201-25-240-310	95,000.00	95,000.00
TOTAL CONTRACT: \$379,200.00					
TEMP ENCUMBRANCE: \$95,000.00					
CY 2013 PERIOD 01/01/13 THRU 12/31/13					
PARTIAL PAYMENT VOUCHERS					

Requisition Total 95,000.00

Req. Date: 03/06/2013

Requested By: RBAKER

Buyer Id:

Approved By: 



Network Management Solutions, Inc.
1122 Route 22W
Mountainside, New Jersey 07092
Tel: (908) 232-0100
Fax: (908) 232-1306
www.nmscorp.com

December 4, 2012

Mr. John Tkaczyk
The Jersey City Police Department
8 Erie Street
Jersey City, NJ 07302

Dear John,

Attached is our management proposal for 2013. We have included at no additional cost the management of the four new CAD systems for JCFD which have replaced the old AS400 which was never under our management. Although a cost is associated with these servers in our Agreement the overall total management cost from last year has remained the same. As you are well aware we have not increased our costs over the last six years even though JCPD/JCFD has spent heavily on both new IT Projects and equipment which is now under our management. The true costs for managing all these devices would actually be approximately twenty percent higher to manage both networks.

We appreciate your business and will continue to do our part to help maintain operating costs while providing critical 24X7 services for the JCPS IT infrastructure.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald R. Seisz", written in a cursive style.

Donald R. Seisz
President



*Network Management Solutions, Inc
1122 Route 22 West
Mountainside, New Jersey 07092*

Infrastructure Management Proposal

Prepared for:

THE JERSEY CITY POLICE DEPARTMENT

&

THE JERSEY CITY FIRE DEPARTMENT

December 4, 2012

*This proposal contains confidential information and is intended for the private use of The Jersey City Police Department.
This proposal is not for distribution outside of The Jersey City Police Department.*

TABLE OF CONTENT

Network Management Solutions

INTRODUCTION	(2)
INFRASTRUCTURE MANAGEMENT SERVICES	(3)
SERVICE LEVEL AGREEMENT	(4)
COST OF SERVICES	(6)
CONCLUSION	(7)

INTRODUCTION

Network Management Solutions

Network Management Solutions (NMS) appreciates the opportunity to again propose our services to both the Jersey City Police Department and the Jersey City Fire Department. We continually welcome feedback and want to offer network management services, which are innovative, industry leading, flexible and beneficial to both JCPD and JCFD and the staff supporting it. We will continue to provide the highest level of support to insure all devices and networks are pro-actively monitored 24X7 and all problems are diagnosed and resolved in a timely and coordinated manner.

NMS Services Approach:

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is critical to their business operation and success. We implement our services based on the following principles:

- Provide a watchful eye over the infrastructure, which includes the managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.
- Provide our customers with easy to access, timely and informative reports, which detail essential information.
- Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.
- Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches, which JCPD can take in managing its network infrastructure. As a business partner, NMS can continually help JCPD avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, flexibility, improved controls, and increased access to performance – all while controlling costs.

NETWORK MANAGEMENT SERVICES

Network Management Solutions

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

WAN/LAN

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 24 X 7 monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JC personnel.
- Should a circuit or system outage occur, the designated JC contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected hardware replacement plan.
- Produce daily web based trending reports on designated devices and review monthly with JC personnel.
- Maintain and update as required a complete network documentation set in Visio format.
- Provide change management services as required.

Servers

- Provide 24X7 monitoring of 73 HP/DELL Servers and HP/Dell SAN devices. This includes monitoring active services such as DNS, WINS, and DHCP.
- Manage all HP/DELL system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide 24X7 monitoring and management of Data Protector backup jobs to verify operation.
- Provide off-site tape backup rotation and storage.
- Provide 24X7 monitoring and management of the Dell Tape Library to include any Firmware updates.
- Provide 24X7 monitoring and Management of (2) HP SAN's and (6) Dell San's including disk allocation and proper operation.

Proactive Monitoring

- Customer infrastructure to be monitored 24X7.
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JCPD personnel.
- NMS to escalate all problems as required as per agreed JCPD procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- All server hardware maintenance is the responsibility of JCPD.
- **Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.**

Performance Reporting

- NMS to provide daily web based reports of facility performance.
- NMS to provide daily web based reports of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- **Failure to provide performance management details will result in service credit for monthly management fees for device.**

Installation/Change Management

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 2 business days.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of JCPD devices, serial #'s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- **Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.**

COST OF SERVICES

Network Management Solutions

Network Management Solutions appreciates the opportunity to again propose Network Management Services to both JCPD and JCFD. Below are the costs associated with monitoring and managing both Infrastructures.

- **Servers/SAN Devices** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for 69 Servers, 7 SAN devices, TL4000 Tape Library System and Symantec Backup Exec Software. (Does not include hardware and software maintenance costs). This also includes the management of Symantec Antivirus throughout the entire JCPD/JCFD network infrastructure which is located on both PC's and Servers. And lastly, it includes a dedicated NMS engineer onsite a minimum of four days per week. (See Attachment A)

Monthly Cost - \$14,200.00

- **WAN/LAN Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for the WAN/LAN network infrastructures to include all Verizon frame-relay circuits, Cisco routers and Cisco Switches. (This does not include hardware/software maintenance costs for any of these systems). (See Attachment B)

Monthly Cost - \$5,600.00

- **Wireless WAN Management** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs of the Wireless network infrastructure which consists of (24) antenna's.

Monthly Cost - \$1,600.00

- **Internet and Security Management** – This service includes 24X7 Up/Down monitoring, log analysis and the management of three Cisco ASA Firewalls, Cisco ACS server, VPN Remote Access, two FAT Pipe systems and two Blue Coat Filtering systems. It also includes the monitoring of both the Comcast and two Verizon Internet circuits.

Monthly Costs - \$2,600.00

- **Motorola Radio System Routers and WAN Connections** - This service includes 24X7 monitoring, management, performance reporting and coordination of repairs of four Cisco routers and WAN T1 Circuits which connect the four Motorola Antenna locations.

Monthly Cost – \$600.00

- **Management of Exchange Email Systems** - This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for (4) DELL HUB/CAS Servers, (1) Dell EqualLogic SANs. This also includes level 2 support on any email related issues.

Monthly Cost – \$1,200.00

Total JCPD Monthly Costs - \$25,800.00

- **JC Fire Department WAN Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for the Verizon frame-relay circuits and Cisco routers and switches at (18) Fire Department locations. (This does not include hardware or software maintenance costs on any equipment). (See Attachment C)

Monthly Cost - \$3,400.00

- **JCFD Radio System Management** - This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for the JCPD and JCFD Motorola Radio system circuits, and (12) Cisco routers. (It does not include Cisco hardware maintenance costs).

Monthly Cost - \$1,400.00

- **Servers** – This service includes 24X7 monitoring, management, performance reporting and coordination of repairs for (4) Servers required for CAD operations.

Monthly Cost - \$1,000.00

Total JCFD Monthly Cost - \$5,800.00

Total Monthly Cost for the monitoring, management and professional services for both JCPD and JCFD. - \$31,600.00

(6)



"Confidential"

CONCLUSION

Network Management Solutions

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to working with both JCPD and JCFD personnel and to improve on its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

In addition to network management, NMS would like to continue to offers its services in helping both departments plan new networking projects and or assist in the evaluation and help make recommendations for new networking technologies as they are presented to the departments.

ATTACHMENT A

Server Name	Hardware	OS	RAC Version	MPDSM	OMIServerAdmin	Latest SBUU	Windows Updates
ADN_MONITOR	HP Proliant DL 380 G3	Debian	---	---	---	---	---
AIMDB01	VM	W2K8 Std. R2	---	---	---	---	---
AIMWEB01	VM	W2K8 Std. R2	---	---	---	---	9/14/2012
AVAYASRV1	Dell R300	W2K8 Std. X64	1.51	---	---	---	9/25/2012
BACKUPSRV	Dell 2950	W2K3 Ent. R2	1.51	---	---	---	11/27/2012
BCIDB	VM	W2K3 Ent. R2	---	---	---	---	---
BGREPORT1	VM	W2K3 Ent. R2	---	---	---	---	10/11/2012
BESSRV1	Dell R300	W2K8 Std. X64	1.51	---	---	---	---
CAD311	VM	W2K8 Ent. R2	---	---	---	---	9/28/2012
CADSQL1	Dell 1950	W2K8 Ent. X64	1.51	03.35	---	---	---
CADSQL2	Dell 1950	W2K8 Ent. X64	1.51	03.35	---	---	---
CADWEB1	Dell R300	W2K8 Ent. X64	1.51	---	---	---	---
CADWEB2	Dell R300	W2K8 Ent. X64	1.51	---	---	---	---
CADWEBTEST01	Dell PowerEdge 860	W2K8 Ent. R2	---	---	---	---	9/25/2012
GISCOMGR1	Dell R300	W2K8 Ent. X64	1.51	---	---	---	9/26/2012
DODB	VM	W2K3 Ent. R2	---	---	---	---	10/11/2012
DOMAIN1	Dell R300	W2K8 Ent. R2	1.60	7.1.0	7.1.0.107	---	10/11/2012
DOMAIN2	Dell R300	W2K8 Ent. R2	1.60	7.1.0	7.1.0.107	---	10/11/2012
DOMAIN4	VM	W2K8 Ent. R2	---	---	---	---	10/11/2012
DSPTERM1	Dell R300	W2K8 Ent. R2	1.51	---	---	---	---
DSPTERM2	Dell R300	W2K8 Ent. R2	1.51	---	---	---	---
DSPTERM3	Dell R300	W2K8 Ent. R2	1.51	---	---	---	---
ECRASHTS01	VM	W2K3 Ent. R2	---	---	---	---	---
EMAIL1	Dell 1950	W2K8 Ent. X64	1.60	10.8	7.1.0	7.1.0.107	10/9/2012
EMAIL2	Dell 1950	W2K8 Ent. X64	1.60	10.8	7.1.0	7.1.0.107	10/9/2012
EMAILISA1	HP DL 380 G3	W2K3 Ent. R2	---	---	---	---	---
ESPTERM01	VM	W2K3 Ent. R2	---	---	---	---	---
FDASTRA01	VM	W2K3 Ent. R2	---	---	---	---	---
FDCAD01	VM	W2K3 Ent. R2	---	---	---	---	---
FDEPLUS01	HP Proliant DL 380 G3	W2K3 Ent. R2	---	---	---	---	---
FDEPLUS01	VM	W2K3 Std. R2	---	---	---	---	9/20/2012
FINAS400	VM	W2K3 Ent. R2	---	---	---	---	---
GENETEC01	HP Proliant DL 380 G3	W2K3 Ent. R2	---	---	---	---	9/19/2012
HOMESRV1	Dell 1950	W2K8 Ent. X64	1.51	03.35	---	---	9/25/2012
HOMESRV2	Dell 1950	W2K8 Ent. X64	1.51	03.35	---	---	9/19/2012
HQSQL	HP Proliant DL 380 G3	W2K3 Ent. R2	---	---	---	---	10/4/2012

ATTACHMENT A

HUBCAS1	Dell R200	W2K8 Ent. X64	---	7.1.0	7.1.0.107	10/9/2012
HUBCAS2	Dell R200	W2K8 Ent. X64	---	7.1.0	7.1.0.107	10/9/2012
IAUAPP01	Dell 860	W2K3 Ent. R2	---	---	---	10/4/2012
JCPMGMTO1	VM	W2K8 Std. R2	---	---	---	10/18/2012
KOVAMON	HP DL 380 G3	W2K3 Ent. R2	---	---	---	
KVM.NET	Dell R300	---	---	---	---	
MOBILETERM01	VM	W2K8 Ent. R2	---	---	---	
MPDB	VM	W2K3 Ent. R2	---	---	---	10/3/2012
NET-JCPD-AD1	Dell PowerEdge R200	W2K3 Ent. R2	---	---	---	10/8/2012
NET-JCPD-AD2	Dell PowerEdge R200	W2K3 Ent. R2	---	---	---	
NETSIU	HP Proliant DL 380 G3	W2K3 Ent. R2	---	---	---	10/8/2012
NETSTORE2	HP Proliant DL 380 G3	W2K3 Ent. R2	---	---	---	
NJDEX01	HP DL 380 G3	W2K3 Ent. R2	---	---	---	9/24/2012
NJICPD1	Dell R300	W2K8 Ent. R2	1.51	---	---	
NJIGPD2	Dell R300	W2K8 Ent. R2	1.51	---	---	
OFFDUTYTERM	Dell PowerEdge 860	W2K3 Ent. R2	---	---	---	9/26/2012
PRT2	VM	W2K8 Ent. R2	---	---	---	9/24/2012
PRT3	VM	W2K3 Ent. R2	---	---	---	9/21/2012
SGVMM01	Dell R300	W2K8 Std. R2	1.60	7.1.0	7.1.0.107	10/11/2012
SQLAPP1	Dell 1950	W2K8 Ent. SP2	1.51	03.35	---	
SQLAPP2	Dell 1950	W2K8 Ent. SP2	1.51	03.35	---	
SSID1DNS	VM	---	---	---	---	10/9/2012
TERMSRV1	Dell R300	W2K8 Ent. R2	1.51	---	---	9/17/2012
TERMSRV2	Dell R300	W2K8 Ent. R2	1.51	---	---	9/14/2012
TERMSRV3	Dell R300	W2K8 Ent. R2	1.51	---	---	9/13/2012
TERMSRV4	Dell R300	W2K8 Ent. R2	1.51	---	---	9/13/2012
TRAININGWEB1	VM	W2K8 Std.	---	---	---	
TSMGR1	Dell R300	W2K8 Ent. R2	1.51	---	---	9/24/2012
TSMGR2	Dell R300	W2K8 Std. X64	1.51	---	---	9/24/2012
UNITSRV1	Dell 1950	W2K8 Ent. X64	1.60	10.8	7.1.0.107	9/25/2012
UNITSRV2	Dell 1950	W2K8 Ent. X64	1.60	10.8	7.1.0.107	9/25/2012
UTILSRV01	Dell PowerEdge 860	W2K3 Ent. R2	---	---	---	9/26/2012
VIRUSSRV1	Dell R300	W2K8 Std. X64	1.51	---	---	9/24/2012
VIRUSSRV2	Dell R300	W2K8 Std. X64	1.51	---	---	9/19/2012
VMSRV1	Dell 1950	W2K8 Ent. R2	1.51	10.8	7.1.0.107	10/16/2012
VMSRV2	Dell 1950	W2K8 Ent. R2	1.60	10.8	7.1.0.107	10/17/2012
WYSEMGR1	VM	W2K3 Ent. R2	---	---	---	

ATTACHMENT B

50 Baldwin Ave	R-Radio-Baldwin-Bishop	CISCO2821-V/K9	FTX1038A3FJ	8X5XNBD
678 Montgomery Street	Armory-Radio	CISCO2821-V/K9	FTX1038A3E3	8X5XNBD
8 Erie Street	8_Erie_Armory-Radio	CISCO2821-V/K9	FTX1038A3ER	8X5XNBD
8 Erie Street	8_Erie-Bergen-Radio	CISCO2821-V/K9	FTX1038A3EF	8X5XNBD
8 Erie Street	8_Erie-JFK-Radio	CISCO2821-V/K9	FTX1038A3EQ	8X5XNBD
8 Erie Street	8_Erie-Medical_Ctr-Radio	CISCO2821-V/K9	FTX1038A3EK	8X5XNBD
JCFD Radio Dispatch				
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5C	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH4P	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5A	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5B	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5D	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5E	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5F	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5G	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5X	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5Y	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH5Z	8X5XNBD
73-85 Bishop St.	R-Radio-Bishop-Baldwin	CISCO2821	FTX1330AH60	8X5XNBD
Jersey City Fire Department				
14-16 Orient	R-14-16Orient-2801	CISCO2801-AC-IP	FTX133180ES	8X5XNBD
14-16 Orient	SW-14-16Orient-3560	WS-C3560-24PS-E	FDO1317Y3JY	8X5XNBD
152 Lincoln Street	R-152Lincoln-2801	CISCO2801-AC-IP	FTX133180EW	8X5XNBD
152 Lincoln Street	SW-152Lincoln-3560	WS-C3560-24PS-E	FDO1315X00B	8X5XNBD
152 Linden	R-152Linden-2801	CISCO2801-AC-IP	FTX133180EV	8X5XNBD
152 Linden	SW-152Linden-3560	WS-C3560-24PS-E	FDO1316X01Q	8X5XNBD
160 Grand	R-160Grand-2801	CISCO2801-AC-IP	FTX133180F4	8X5XNBD
160 Grand	SW-160Grand-3560	WS-C3560-24PS-E	FDO1316X00E	8X5XNBD
2 Bergen	R-2Bergen-2801	CISCO2801-AC-IP	FTX133180EZ	8X5XNBD
2 Bergen	SW-2Bergen-3560	WS-C3560-24PS-E	FDO1316X00R	8X5XNBD
200 Sip	R-200Sip-2801	CISCO2801-AC-IP	FTX133180F0	8X5XNBD
200 Sip	SW-200Sip-3560	WS-C3560-24PS-E	FDO1315X00G	8X5XNBD
244 Bay	R-244Bay-2801	CISCO2801-AC-IP	FTX133180HC	8X5XNBD
255 Kearney Ave	R-255Kearney-2801	CISCO2801-AC-IP	FTX133180F2	8X5XNBD
255 Kearney Ave	SW-255Kearney-3560	WS-C3560-24PS-E	FDO1316X016	8X5XNBD
283 Halladay	R-283Halladay-2801	CISCO2801-AC-IP	FTX133180F1	8X5XNBD
283 Halladay	SW-283Halladay-3560	WS-C3560-24PS-E	FDO1316X00Q	8X5XNBD
355 Newark Ave.	R-355Newark-2801	CISCO2801-AC-IP	FTX133180ET	8X5XNBD
355 Newark Ave.	SW-355Newark-3560	WS-C3560-48PS-E	FDO1324Y018	8X5XNBD
46 State Street	R-46State-2801	CISCO2801-AC-IP	FTX133180HE	8X5XNBD
465 Marin	R-465Marin-2801	CISCO2801-AC-IP	FTX133180EY	8X5XNBD
465 Marin	SW-465Marin-3560	WS-C3560-24PS-E	FDO1316X01K	8X5XNBD
468 Ocean	R-468Ocean-2801	CISCO2801-AC-IP	FTX133180EU	8X5XNBD
468 Ocean	SW-468Ocean-3560	WS-C3560-24PS-E	FDO1317Y3JX	8X5XNBD
582 Communipaw	R-582Communipaw-2801	CISCO2801-AC-IP	FTX133180ER	8X5XNBD
582 Communipaw	SW-582Communipaw-3560	WS-C3560-24PS-E	FDO1316X00Z	8X5XNBD
591 Palisades Ave	R-591Palisades-2801	CISCO2801-AC-IP	FTX133180F3	8X5XNBD
591 Palisades Ave	SW-591Palisades-3560	WS-C3560-24PS-E	FDO1316X00N	8X5XNBD
666 Summit Ave.	R-666Summit-2801	CISCO2801-AC-IP	FTX133180EX	8X5XNBD
666 Summit Ave.	SW-666Summit-3560	WS-C3560-48PS-S	FDO1124Z6J6	8X5XNBD
697 Bergen	R-697Bergen-2801	CISCO2801-AC-IP	FTX133180EP	8X5XNBD
697 Bergen	SW-697Bergen-3560	WS-C3560-24PS-E	FDO1316X014	8X5XNBD
715 Summit	715Summit_RTR	CISCO2801-AC-IP	FTX134780MN	8X5XNBD
715 Summit	715Summit_SW3560	WS-C3560-24TS-E	CAT1118ZHA4	8X5XNBD

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

I certify that I am Donald R Leir

of the firm of Network Management Solutions

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]

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 10th December OF 20 12

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Union
MY COMMISSION EXPIRES: 20 16

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

Sworn to and subscribed
before me this
10 day of 12, 20 12

[Signature]
LATOYA N SHERMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 7, 2016
I.D.# 2340997

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
Donald Seitz	438 CAIOWAN DR. WYCKOFF, NJ 07481	95

SIGNATURE : 

TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 10th December OF 20 12

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Union
MY COMMISSION EXPIRES: 20 . 16

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

Sworn to and subscribed
before me this
10 day of 12, 20 12


LATOYA N SHERMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 7, 2016
I.D.# 2340997

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: <u>Donald R Seitz</u>	Name:
Home Address: <u>478 Cradock Drive Wyckoff, NJ 07481</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 10 day of October, 2012

(Notary Public) Sworn to and subscribed before me this 10 day of October, 2012

My Commission expires: _____

[Signature]
(Affiant)

Donald R Seitz President
(Print name & title of affiant)

[Signature]
(Corporate Seal)

LATOYA N SHERMAN
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JUNE 7, 2016
 I.D.# 2340997

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 of contract> <date of the contract by the governing body> to any of the following named candidate committee, joint candidate 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
Friends of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of 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 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
Donald R Ferrz	438 Caldwell Dr. Wyckoff NJ 07481

Part III - Signature and Attestation:

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

Name of Business Entity: _____ Title: _____
 Signature: *Donald R Ferrz* Date: *12/10/12*

Subscribed and sworn before me this 10 day of December 2012
 My commission expires: *[Signature]*

[Signature]
 (Affiant)
Donald R Ferrz President
 (Print name & title of affiant; Corporate Seal)

LATOYA N SHERMAN
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JUNE 7, 2016
 I.D.# 2340997

**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 Network Management Solutions (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: Network Management Solutions

Signed Donald P. Leir Title: President

Print Name Donald P. Leir Date: 12/10/12

Subscribed and sworn before me
this 10th day of December, 2012.
My Commission expires:

Donald P. Leir
(Affiant)
Donald P. Leir President
(Print name & title of affiant) (Corporate Seal)



LATOYA N SHERMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 7, 2016
I.D.# 2340997

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Donald Seirin President

Representative's Signature: [Handwritten Signature]

Name of Company: Network Management Solutions

Tel. No.: 908 232-0100 Date: 12/10/12

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

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

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

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

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

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

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

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

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

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

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

Representative's Name/Title Print): Donald Seitz / President

Representative's Signature: 

Name of Company: Network Management Solutions

Tel. No.: 908-232-0100 Date: 12/10/12

**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 : Network Management Solutions
Address : 1122 RT 22, Mountainside, NJ 07092
Telephone No. : 908-232-0100
Contact Name : Donald R. Seiv

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name : Network Management Solutions
Address : 1122 RT 22, Mountairside, NJ 07092
Telephone No. : 908-232-0100
Contact Name : Donald P Seirz

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Certification 36024

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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

NETWORK MANAGEMENT SOLUTIONS, INC.
1122 ROUTE 22
MOUNTAINSIDE NJ 07092



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Erstoff".

Andrew P. Sidamon-Erstoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
NETWORK MANAGEMENT SOLUTIONS, INC.

TRADE NAME:

ADDRESS:
1122 RT 22
MOUNTAINSIDE NJ 07092
EFFECTIVE DATE:

SEQUENCE NUMBER:
0659986

ISSUANCE DATE:
08/14/06

01/10/96



Acting Director
New Jersey Division of Revenue

FORM BRC(08-01)

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

VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)

VENDOR NAME/ADDRESS: <i>Network Management Solutions</i>		FEIN/SS# <i>223 417660</i>
<i>1122 Rt 22 Mountainside NJ 07092</i>		
MAKE PO/VOUCHERS PAYABLE TO: <i>Network Management Solutions</i>		
CITY: <i>Mountainside</i>	STATE: <i>N.J.</i>	ZIP: <i>07092</i>
TEL #: <i>908-232-0100</i>	<i>908</i> FAX #: <i>232-1306</i>	EMAIL: <i>dreis2@nmscorp.com</i>
MAKE CHECKS PAYABLE TO: <i>Network Management Solutions</i>		
CITY: <i>Mountainside</i>	STATE: <i>N.J.</i>	ZIP: <i>07092</i>
TEL #: <i>908-232-0100</i>	<i>908</i> FAX #: <i>232-1306</i>	EMAIL: <i>dreis2@nmscorp.com</i>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: <i>Pro-active Management of computer systems and networks</i>		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>Donald R Seirz</i>		
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>[Signature]</i>		EMAIL: <i>dreis2@nmscorp.com</i>
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 <i>Network Management Solutions</i>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
Address (number, street, and apt. or suite no.) <i>1122 RT 22</i>	
City, state, and ZIP code <i>Mountain View NV 07092</i>	
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									
2	2	3	4	1	7	6	6	0	

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:

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

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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:

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

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

City Clerk File No. Res. 13-193

Agenda No. 10.Z.16

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO F&S TIRE CORPORATION INC. FOR THE PURCHASE OF AUTO TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, tires are needed to keep the City of Jersey City's (City) vehicle fleet operational; and

WHEREAS, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29(c) requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, F&S Tire Corp. Inc., 58 Brunswick Avenue/POB 1352, Edison, New Jersey 08817 is in possession of State Contract No. A82527 (Goodyear) and A82528 (Bridgestone), submitted a proposal for tires; and

WHEREAS, funds are available for this contract in the Public Work's Operating Fund Account;

Account	P.O. #	State Contract	Total Contract
01-201-26-315-216	109095	A82527, A82528	\$50,000.00

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned F&S Tire Corp., Inc., be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

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

RESOLVED, this contract 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

(Continued to page 2)

City Clerk File No. Res. 13-193

Agenda No. 10.Z.16 MAR 13 2013

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO F&S TIRE CORPORATION INC. FOR THE PURCHASE OF AUTO TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

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

WHEREAS, F&S Tire Corp., Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that F&S Tire Corp., Inc. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit F&S Tire Corp., Inc. from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 01-201-26-315-216.

Account	P.O.#	State Contract	Total Contract
01-201-26-315-216	109095	A82527, A82528	\$50,000.00

Approved by _____
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv
2/25/13

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

Automotive Tire(s)

Tires	Quantity
1. 235/55/17	100
2. 245/70/17	50
3. 215/60/16	50
4. 235/70/16	50
5. 11 22.5(rears)	100
6. 11 22.5 (fronts)	100
7. 215/65/17	50
8. 225/70/15	50
9. LT265/70/16	50
10.225/70/19.5	50
11. 385/65/22.5	50
12.315/80/22.5(rears)	50
13.315/80/22.5(fronts)	50
14. P205/60/16	50
15. 216/60/16	100
16. LT265/75/R16	30

✓ P. 7

✓ P. 7

✓ P. 7

✓ P. 4

**** Budget Account ****

Fund **1** CURRENT FUND
 G/L **201** CURRENT APPROPRIATIONS
 Cafr **26** ROAD REPAIR & MAINTENANCE
 Subsidiary **315** AUTOMOTIVE SERVICES
 Line Item **216** TIRES AND TUBES
 Sort Code **40** PUBLIC WORKS DEPT
 Year/Period **2013 / 2**
 Chg. Year/Period /

Budget Amount **62,800.00**
 Revised Budget **.00**
 Beginning Balance **62,800.00**
 Prior YTD Expended **.00**
 Curr. YTD Expended **.00**
 Open Encumbered **50,000.00**
 Ending Balance **12,800.00**

- View in Ascending Order
- View in Descending Order

New Acct. < Previous Next >

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount

Print Account

View Open Enc.

View Lgl. Line

WSCA (Western States Contracting Alliance)							
Effective 04/01/2012, Expires 03/31/2013							Schedule
The Goodyear Tire & Rubber Company						9/1/2011	9/1/2011
Product Code	Description	Item Status	Group Code	Base Price	Calculated Net Price		
756918249	295/75R225 H G395 LHS FUEL MAX TL	Discontinued	7955	\$ 817.04	\$ 473.88		
756918314	295/75R225 H G357 TL	Discontinued	7955	\$ 548.88	\$ 318.35		
756918840	295/75R225 H G397 LHS TL	Discontinued	7955	\$ 461.00	\$ 267.38		
756919030	275/70R225 H G104 RST TL	Discontinued	7955	\$ 574.63	\$ 333.29		
756919050	275/70R225 H G670 RV TL	Available	7955	\$ 590.57	\$ 342.53		
756919519	275/70R225 H G169 RSA TL	Discontinued	7955	\$ 603.65	\$ 350.12		
756921265	265/70R19.5 G G622 RSD TL	Discontinued	7955	\$ 497.03	\$ 288.28		
756921657	265/70R195 G G124 LP TL	Discontinued	7955	\$ 442.35	\$ 256.56		
756921903	265/70R195 G G159 TL	Available	7955	\$ 470.07	\$ 272.64		
756938265	295/75R22.5 G G622 RSD TL	Available	7955	\$ 706.97	\$ 410.04		
756967050	275/80R225 H G670 RV TL	Available	7955	\$ 677.87	\$ 393.16		
756983556	315/80R225 L G286A HSS TL	Discontinued	7955	\$ 776.92	\$ 450.61		
759313200	425/65R225 165L G286A SS	Discontinued	7955	\$ 1,072.94	\$ 622.31		
759314200	445/65R225 168L G286A SS	Discontinued	7955	\$ 1,212.09	\$ 703.01		
759315200	385/65R225 158J G286A SS	Discontinued	7955	\$ 905.99	\$ 525.47		
759432448	445/50R22.5 161L L G392 SSD DURAFUELMAX	Available	7955	\$ 1,722.11	\$ 998.82		
759434455	445/50R22.5 161M L G394 SST DURAFUELMAX	Available	7955	\$ 1,334.45	\$ 773.98		
759441413	385/65R225 160K/158L L MARATHON LHT TL	Available	7955	\$ 908.12	\$ 526.71		
759452073	425/65R225 L G178 SS TL	Discontinued	7955	\$ 1,104.63	\$ 640.69		
759452541	425/65R225 L G286 SS TL	Discontinued	7955	\$ 573.56	\$ 332.66		
759550073	385/65R225 J G178 SS TL	Discontinued	7955	\$ 988.76	\$ 573.48		
759550541	385/65R225 J G286 SS TL	Discontinued	7955	\$ 513.40	\$ 297.77		
759555073	445/65R225 L G178 SS TL	Discontinued	7955	\$ 1,247.90	\$ 723.78		
759555541	445/65R225 L G286 SS TL	Discontinued	7955	\$ 647.97	\$ 375.82		

WSCA (Western States Contracting Alliance)							
Effective 04/01/2012, Expires 03/31/2013							Schedule
The Goodyear Tire & Rubber Company						9/1/2011	9/1/2011
Product Code	Description	Item Status	Group Code	Base Price	Calculated Net Price		
389122128	245/45ZR20 99Y S2 EAG F1 SUPCAR VSBRTPL	Available	7925	\$ 493.31	\$ 256.52		
389123128	255/45ZR20 101Y S2 EAG F1 SUPCAR VSBRTPL	Available	7925	\$ 501.44	\$ 260.75		
389385128	P255/40R19 96W SL EAG F1 SUPCAR VSBRTPL	Available	7925	\$ 433.81	\$ 225.58		
389386128	P285/35R19 90W SL EAG F1 SUPCAR VSBRTPL	Available	7925	\$ 572.50	\$ 297.70		
389896128	225/45ZR19 92W SL EAG F1 SUPCAR VSBRTPL	Available	7925	\$ 321.25	\$ 167.05		
399067508	P205/60R16 91H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 221.22	\$ 115.03		
399071508	P205/60R15 90H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 199.37	\$ 103.67		
399073508	P195/60R15 87H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 184.08	\$ 95.72		
399075508	P215/60R15 93T S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 189.42	\$ 98.50		
399080349	P215/60R16 94V SL ASSUR TRIPLTRED A/S	Available	7925	\$ 214.38	\$ 111.48		
399086349	P215/60R16 94T SL ASSUR TRIPLTRED A/S	Available	7925	\$ 204.69	\$ 106.44		
399086508	P215/60R16 94T S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 213.35	\$ 110.94		
399088508	P195/70R14 90T S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 150.59	\$ 78.31		
399135508	P185/70R14 87T S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 141.71	\$ 73.69		
399155508	P215/70R15 97T S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 190.77	\$ 99.20		
399159349	215/65R16 98T SL ASSUR TRIPLTRED A/S VSB	Available	7925	\$ 206.88	\$ 107.58		
399159508	215/65R16 98T S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 213.41	\$ 110.97		
399162508	P215/60R17 95H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 244.19	\$ 126.98		
399164508	P225/55R17 95H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 266.76	\$ 138.72		
399181349	235/55R17 99H SL ASSUR TRIPLTRED A/S	Available	7925	\$ 260.87	\$ 135.65		
399181508	235/55R17 99H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 276.87	\$ 143.97		
399183508	225/55R16 95H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 244.06	\$ 126.91		
399186349	P215/65R17 98H SL ASSUR TRIPLTRED A/S	Available	7925	\$ 208.56	\$ 108.45		
399186508	P215/65R17 98H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 221.35	\$ 115.10		
399187508	P215/55R17 93H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 269.85	\$ 140.32		
399188508	235/65R17 104H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 246.62	\$ 128.24		
399190508	P195/65R15 89H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 181.34	\$ 94.30		
399191508	P205/65R15 92H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 184.74	\$ 96.06		
399192508	P225/60R16 97H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 223.00	\$ 115.96		
399193508	P215/65R15 95H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 196.21	\$ 102.03		
399196508	P215/55R16 91H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 227.85	\$ 118.48		
399197508	P215/50R17 93H X2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 271.10	\$ 140.97		
399207349	235/65R16 103T SL ASSUR TRIPLTRED A/S	Available	7925	\$ 203.25	\$ 105.69		
399207508	235/65R16 103T SL ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 209.28	\$ 108.83		
399232508	P225/50R18 94H SL ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 279.56	\$ 145.37		
399331349	205/65R15 94H SL ASSUR TRIPLTRED A/S	Available	7925	\$ 185.63	\$ 96.53		
399331508	205/65R15 94H S2 ASSUR TRIPLTR VSBTL	Discontinued	7925	\$ 195.83	\$ 101.83		
399333349	195/60R15 88H SL ASSUR TRIPLTRED A/S	Available	7925	\$ 187.81	\$ 97.66		
399333508	195/60R15 88H S2 ASSUR TRIPLTR VSBTL	Discontinued	7925	\$ 195.17	\$ 101.49		
399347349	225/55R17 97H SL ASSUR TRIPLTRED A/S	Available	7925	\$ 255.06	\$ 132.63		
399363508	225/60R18 100H SL ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 297.48	\$ 154.69		
399364349	225/50R17 94V SL ASSUR TRIPLTRED A/S	Available	7925	\$ 288.88	\$ 150.22		
399364508	225/50R17 94V S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 306.60	\$ 159.43		
399365349	205/50R17 93V XL ASSUR TRIPLTRED A/S	Available	7925	\$ 259.69	\$ 135.04		
399365508	205/50R17 93V S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 310.86	\$ 161.65		
399366508	225/60R17 99H SL ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 273.59	\$ 142.27		
399367349	215/55R18 95H SL ASSUR TRIPLTRED A/S	Available	7925	\$ 257.94	\$ 134.13		
399367508	215/55R18 95H S2 ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 269.52	\$ 140.15		
399368508	P225/55R18 97H SL ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 259.68	\$ 135.03		
399369508	245/50R18 100V SL ASSUR TRIPLTRED VSBTL	Discontinued	7925	\$ 358.11	\$ 186.22		
399508349	205/55R16 94H XL ASSUR TRIPLTRED A/S	Available	7925	\$ 217.50	\$ 113.10		
399510508	205/55R16 91H SL ASSUR TRIPLTRD VSBTL	Discontinued	7925	\$ 234.15	\$ 121.76		



State of New Jersey
Department of the Treasury

Division of Purchase and Property

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
M8000 13-r-22770	TIRES, TUBES AND SERVICES	GOODYEAR TIRE & RUBBER CO	82527
M8000 13-r-22770	TIRES, TUBES AND SERVICES	BRIDGESTONE AMERICAS INC	82528

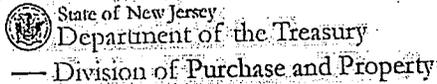
[TOP](#)

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)



NJ Open Public Records Act

Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)
Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)
Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)
Copyright © State of New Jersey, 1996-2007
This site is maintained by the Division of Revenue and Enterprise Services.



**Notice of Award
 Term Contract(s)**

**M-8000
 TIRES, TUBES AND SERVICES**

Vendor Information
Authorized Dealers
By Vendor
By Item
Email to VANCE BEQUER

**Downloadable NOA Documents
 (Please utilize scroll bar on right side of box if necessary to
 view all documents)**

Download All Documents

- [Price List - Bridgestone Tires](#) Adobe PDF (900 kb)
- [Price List - Bridgestone Services](#) Adobe PDF (62 kb)
- [Price List - Goodyear Tires](#) Adobe PDF (2 mb)
- [Price List - Goodyear Services](#) Adobe PDF (131 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

4
12

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-8000
Contract #:	VARIOUS
Contract Period:	FROM: 09/05/12 TO: 03/31/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22770
Bid Open Date:	00/00/00
CID #:	

Commodity Code:	-
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
 B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:		
VANCE BEQUER	PROCUREMENT SPECIALIST	609-943-4816
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	PUB DATE:	01/18/13

VENDOR INFORMATION	
Vendor Name & Address:	BRIDGESTONE AMERICAS INC FIRESTONE 280 BROADWAY ELMWOOD PARK, NJ 07407
Contact Person:	JOE HAMLIN
Contact Phone:	201-475-8056
Order Fax:	000-000-0000
Contract#:	82528
Expiration Date:	03/31/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Vendor Name & Address:	GOODYEAR TIRE & RUBBER CO 1144 E MARKET ST D 709 AKRON, OH 44316
Contact Person:	DEBBIE F FREAR
Contact Phone:	330-796-4603
Order Fax:	000-000-0000
Contract#:	82527
Expiration Date:	03/31/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

	ELIZABETH NJ 07206
Contact Person:	NELSON TRONCO
Contact Phone:	908-353-8300
Dealer/Distributor Name & Address:	CUSTOM BANDAG INC 161 MONMOUTH ST HIGHTSTOWN NJ 08520
Contact Person:	MARCO GOUVEIA
Contact Phone:	609-488-3663
Dealer/Distributor Name & Address:	CUSTOM BANDAG INC 36 MEADOW AVE WHARTON NJ 07885
Contact Person:	PAULO BAPTISTI
Contact Phone:	973-366-6000
Dealer/Distributor Name & Address:	CUSTOM BANDAG INC 1745 ROUTE 37 W. MANCHESTER NJ 08759
Contact Person:	JOEY PINHO
Contact Phone:	732-504-2020
Dealer/Distributor Name & Address:	CUSTOM BANDAG INC 5 GILCREST DRIVE SWEDESBORO NJ 08085
Contact Person:	KIRT ZORZI
Contact Phone:	856-832-0035
Dealer/Distributor Name & Address:	CUSTOM BANDAG INC 578 SPRING ST ROUTE 1 ELIZABETH NJ 07201
Contact Person:	MANUEL VIEIRA
Contact Phone:	908-527-8777
Dealer/Distributor Name & Address:	CUSTOM BANDAG INC 8181 RT 130 PENNSAUKEN NJ 08110
Contact Person:	HORACIO VENTURA
Contact Phone:	856-486-1113
Dealer/Distributor Name & Address:	EDWARDS TIRE CO INC PO BOX 704 FARMINGDALE NJ 07727
Contact Person:	CHARLES WIBLE
Contact Phone:	908-938-6767
Dealer/Distributor Name & Address:	EFFENESS INC T/A TIRE EMPORIUM 146 PROCHTOWN RD NEWFIELD NJ 08344
Contact Person:	UNKNOWN
Contact Phone:	856-694-1444
Dealer/Distributor Name & Address:	F & S TIRE CORP INC 1161 WOODBRIDGE ROAD RAHWAY NJ 07065
Contact Person:	TONY SIMOES
Contact Phone:	732-382-8900
Dealer/Distributor Name & Address:	F & S TIRE CORP INC 2510 WOODBRIDGE AVE EDISON NJ 08817
Contact Person:	D SIMOES
Contact Phone:	908-985-8935
Dealer/Distributor Name & Address:	F & S TIRE CORP INC 58 BRUNSWICK AVE EDISON NJ 08817
Contact Person:	BERNARDINO SIMOES
Contact Phone:	908-287-8877
Dealer/Distributor Name & Address:	GOOD YEAR 911-F OAK TREE ROAD S PLAINFIELD NJ 07080
Contact Person:	
Contact Phone:	000-000-0000
Dealer/Distributor Name & Address:	GOODYEAR CERTIFIED TIRE & AUTO SVC INC 328 HADDONFIELD RD

Address:	672 BLOOMFIELD BLOOMFIELD NJ 07003
Contact Person:	UNKNOWN
Contact Phone:	000-000-0000
Dealer/Distributor Name & Address:	EDWARDS TIRE CO INC PO BOX 704 FARMINGDALE NJ 07727
Contact Person:	CHARLES WIBLE
Contact Phone:	908-938-6767
Dealer/Distributor Name & Address:	ENGLEWOOD TIRE DISTRIBUTION INC 757 PAGE AVE P.O. BOX 665 LYNDHURST NJ 07071-0665
Contact Person:	
Contact Phone:	000-000-0000
Dealer/Distributor Name & Address:	F & S TIRE CORP INC 1161 WOODBRIDGE ROAD RAHWAY NJ 07065
Contact Person:	TONY SIMOES
Contact Phone:	732-382-8900
Dealer/Distributor Name & Address:	F & S TIRE CORP INC 2510 WOODBRIDGE AVE EDISON NJ 08817
Contact Person:	D SIMOES
Contact Phone:	908-985-8935
Dealer/Distributor Name & Address:	F & S TIRE CORP INC 58 BRUNSWICK AVE EDISON NJ 08817
Contact Person:	BERNARDINO SIMOES
Contact Phone:	908-287-8877
Dealer/Distributor Name & Address:	FIRESTONE STORE 14JE RT 70 & OLD MARLTON PIKE MARLTON NJ 08053
Contact Person:	UNKNOWN
Contact Phone:	000-000-0000
Dealer/Distributor Name & Address:	FIRESTONE COMPLETE AUTOCARE 3161 LANCASTER AVE PHILADELPHIA PA 19104
Contact Person:	FRAN
Contact Phone:	215-222-6821
Dealer/Distributor Name & Address:	FIRESTONE COMPLETE AUTO CARE 4037 ROUTE 130 DELRAN NJ 08075
Contact Person:	VICKY DUNBAR
Contact Phone:	856-764-6970
Dealer/Distributor Name & Address:	FIRESTONE STORE 41 SOUTH BROAD ST ELIZABETH NJ 07202
Contact Person:	UNKNOWN
Contact Phone:	908-355-1150-9083
Dealer/Distributor Name & Address:	FIRESTONE STORE 70 PARSONAGE RD EDISON NJ 08817
Contact Person:	UNKNOWN
Contact Phone:	908-238-4050
Dealer/Distributor Name & Address:	FIRESTONE STORE STATE HWY #18 E RUES LANE E BRUNSWICK NJ 08816
Contact Person:	UNKNOWN
Contact Phone:	908-238-4050
Dealer/Distributor Name & Address:	FIRESTONE STORE 180 RONT 46 WEST DENVER NJ 07834
Contact Person:	UNKNOWN
Contact Phone:	201-586-0859
Dealer/Distributor Name & Address:	FIRESTONE STORE

REQ NO. 161134

PO # 109095

DEPT/DIV: DPW/AUTOMOTIVE

SUBJ: TIRES

GOODS & SERVICES - NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	Library	State Contract	Resolution
Quote/Proposal									x	
EEO/AA Compliance									X	
BRC/Validation									x	
Pay-to-Play, Political Contribution/B.E.D.										X
Legislative Fact Sheet										

Notes:

BIDS / RFP's / RFQ's

Goods & Services
Construction
RFQ
RFP
Renewal Reso

Fact Sheet										
Bid Proposal Page										
BRC/Validation										
Public Works Reg Certificate (PWRC)										
EEO/AA Compliance										
Pay-to-Play (Renewals, for Purchasing Only)										

Notes:

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

Signed Robert J. Poulson Title: Director of Purchasing

Print Name: Robert J. Poulson Date: 11/12/12

Subscribed and sworn before me
this 12 day of October, 2012.

My Commission expires:

Vitalina A Valerio

Notary Public

State of New Jersey

My Commission Expires 4/9/17

V.A. Valerio

Robert Poulson

(Affiant)

PURCHASING DIRECTOR

(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 Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Michele Massey
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

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: _____

Signed: Robert J. Paulson Title: Director of Purchasing
 Print Name: Robert J. Paulson Date: 10/11/12

Subscribed and sworn before me this 12 day of October, 2012

My Commission expires: _____
 My Commission Expires 4/9/17

Robert Paulson
 (Affiant)
PURCHASING DIRECTOR
 (Print name & title of affiant) (Corporate Seal)





RECEIVED
OFFICE OF THE DIRECTOR
STATE OF TEXAS
MAY 10 1960

TO THE HONORABLE
COMMISSIONERS OF THE GENERAL LAND OFFICE
DALLAS, TEXAS

FROM THE
DIRECTOR OF THE GENERAL LAND OFFICE
DALLAS, TEXAS

RE: [Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0064824 FOR F & S TIRE CORP., INC. IS VALID.

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

City Clerk File No. Res. 13-194

Agenda No. 10.Z.17

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BOB'S GLASS WORK TO PROVIDE VARIOUS GLASS REPLACEMENT ON CITY OWNED VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids for glass replacement on city owned vehicles for the Department of Public Works pursuant to specifications; and

WHEREAS, the Division of Purchasing received two (2) proposals, with the lowest responsible being that from Bob's Glass Work, 749 Communipaw Avenue, Jersey City, New Jersey 07304 in the total bid amount of Twenty thousand dollars and zero cents (\$20,000.00); and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of Automotive Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that contractor has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$5,000.00 are available in Automotive Maintenance Operating Account No. 13-01-201-26-315-310.

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

- 1) A contract in the amount of \$20,000.00 for glass replacement is awarded to Bob's Glass Work and the Purchasing Director is directed to have such a contract drawn up and executed;

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BOB'S GLASS WORK TO PROVIDE VARIOUS GLASS REPLACEMENT ON CITY OWNED VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget.

Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available in Automotive Maintenance Operating Account No. 13-01-201-26-315-310.

Account No. 13-01-201-26-315-310, P.O. No. 109231

RWH /sb
February 11, 2013

APPROVED: Rodney Hatley 2/11/13
Rodney W. Hatley, Director of Public Works

APPROVED: Donna Mauer
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								3-13-13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY -	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

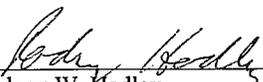
Robert Byrne
Robert Byrne, City Clerk

CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BOB'S GLASS WORK TO PROVIDE VARIOUS GLASS REPLACEMENT ON CITY OWNED VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.**
3. The total funds requested for this pay to play contract is \$20,000.00 with a temporary encumbrancy of \$5,000.00.
4. The funds are available in **Automotive Maintenance Operating Account No. 01-201-26-315-310.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 2/11/13



Rodney W. Hadley
Director of Department of Public Works

CITY OF
JERSEY CITY
Department of Public Works

JERRAMIAH HEALY
Mayor
RODNEY W. HADLEY
Director



575 Route 440
Jersey City, NJ 07305
(201) 547-4400
Fax: (201) 547-5264

March 1, 2013

President and Members of the Municipal Council
City Hall – 280 Grove Street
Jersey City, NJ 07302

Dear Council President and Members of the Municipal Council:

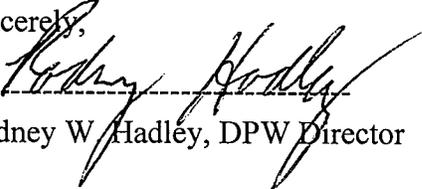
There exists a need for various glass replacement on City owned vehicles. The Division of Purchasing received two (2) proposals, with the lowest responsible being that from Bob's Glass Work, 749 Communipaw Avenue, Jersey City, New Jersey 07304 in the total bid amount of **twenty thousand dollars and zero cents (\$20,000.00)**.

The total of this contract will not exceed \$20,000.00. The duration of the contract is from 01/01/13 to 12/31/13. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,



Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

(REVISED 10/2011)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

Representative's Name/Title (Print): owner

Representative's Signature: Thomas Gray

Name of Company: Bob's Glass Works

Tel. No.: 201-333-2933 Date: 2-4-13

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

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

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

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

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

Representative's Name/Title Print: Bob's Glass Works
Representative's Signature: [Signature]
Name of Company: Bob's Glass Works
Tel. No.: 201-323-2971 Date: 2-5-13

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

EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 26-124064	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME Bob's Place		
5. STREET 749 Commercial	CITY Hoboken NJ	STATE NJ
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) William Mader		ZIP CODE 07030
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" 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		
10. PUBLISHING AGENCY AWARDED CONTRACT		
CITY	COUNTY	STATE
		ZIP CODE

Official Use Only	DATE RECEIVED	INAG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT 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.	
Official Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Mfg &)														
Operatives (Mfg & Non Mfg)														
Laborers (Mfg & Non Mfg)														
Service Workers														
TOTAL														
Total employment from previous Report (If any)														
Total 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? <input 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?	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:	1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

I certify that the information on this form is true and correct.
WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 3/10



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY**

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 26-1240640	2. ASSIGNED CERTIFICATION NUMBER <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	ISSUE DATE 2009	EXPIRATION DATE 2019
3. COMPANY NAME Bob's Glass Works			
4. STREET 749 Commercial		CITY Hudson	STATE NJ
		COUNTY Hudson	ZIP CODE 07304
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE <input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)			

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) owner	SIGNATURE <i>[Signature]</i>	TITLE owner	DATE MO DAY YEAR 2/5/13
7. ADDRESS (NO. & STREET) Chambers St		CITY Hudson	STATE NJ
		COUNTY Hudson	ZIP CODE 07304
PHONE (AREA CODE, NO. & EXTENSION)			

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE ID N.:	
----------------	----------------------------	--

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- 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 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Tranton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**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 : Bob's Co/935 Works
Address : 749 Communipaw Ave
Telephone No. : 201-933-2931
Contact Name : Thomas Aciz

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BOBS GLASS WORKS LLC
Trade Name:	
Address:	749 COMMUNIPAW AVE JERSEY CITY, NJ 07304-1707
Certificate Number:	1371621
Effective Date:	November 29, 2007
Date of Issuance:	February 11, 2013

For Office Use Only:

20130211104638000

**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 Bob's Glass Works (name of business entity) has not made any reportable contributions in the **one-year period preceding NO (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 Bob's Glass Works (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: BOB'S GLASS WORKS

Signed Thomas Aciz Title: OWNER

Print Name: Thomas Aciz Date: 2-2-13

Subscribed and sworn before me
this 2nd day of FEB, 2013.

My Commission expires:

Jane Ladd
(Affiant) JANE LADD

(Print name & title of affiant) **NOTARY PUBLIC OF NEW JERSEY**
MY COMMISSION EXPIRES JUNE 20, 2013

**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 Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
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
Thomas Aciz	1026 Koelle Blvd
Sharon Aciz	1026 Koelle Blvd
William Martens	323 Mansfield Ave
Dorpen Marten	323 Mansfield Ave

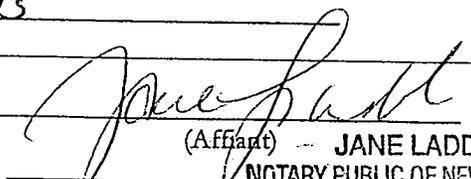
Part 3 – Signature and Attestation:

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: Bob's Glen
 Signed: Thomas Aciz Title: OWNER
 Print Name: THOMAS ACIZ Date: 2-2-13

Subscribed and sworn before me this 2nd day of FEB, 2013

My Commission expires:


 (Affiant) – JANE LADD
 NOTARY PUBLIC OF NEW JERSEY
 (Print name & title of affiant)

My Commission Expires June 20, 2013

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

City Clerk File No. Res. 13-195

Agenda No. 10.Z.18

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIR BRAKE AND EQUIPMENT FOR AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, automotive parts for heavy duty vehicles are needed to keep the City of Jersey City's (City) vehicle fleet operational; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State contract and N.J.A.C. 5:34-7.29(c) requires City Council authorization for contracts exceeding the public bid threshold of \$36,000.00; and

WHEREAS, Air Brake and Equipment, 225 Route 22, Hillside, New Jersey 07205, being in possession of State contract A 73722 submitted a proposal for automotive parts for heavy duty vehicles; and

WHEREAS, the term of the contract shall be for ten (10) months effective as of March 1, 2013 and the total cost of the contract shall not exceed **one hundred thousand dollars (\$100,000.00)**; and

WHEREAS, funds in the amount of **twenty thousand dollars (\$20,000.00)** are available in Automotive Operating Account No. 13-01-201-26-315-210.

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

- 1) A contract is awarded to Air Brake and Equipment for automotive parts for heavy duty vehicles;
- 2) The contract term is for ten (10) months effective as March 1, 2013, and the maximum amount of the contract shall not exceed **\$100,000.00**;
- 3) This contract is awarded pursuant to N.J.S.A. 40A:11-12;
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget;
- 5) Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met; then, payment to the contractor shall be made in accordance with the provisions of the Local Affairs Law, N.J.S.A. 40A:5-1 et seq; and
- 6) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIR BRAKE AND EQUIPMENT FOR AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$20,000.00 are available in Account No. 13-01-201-26-315-210.

Requisition #

0161177

Purchase Order #

109133

State Contract #

A73722

RWH/sb
February 21, 2013

APPROVED: Rodney Hadley 2/22/13 APPROVED AS TO LEGAL FORM
Rodney W. Hadley Director, Department of Public Works

APPROVED: [Signature] CORPORATION COUNSEL
Business Administrator

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIR BRAKE AND EQUIPMENT FOR AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS.

2. Name and title of person initiating ordinance/resolution, etc.:

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

4. To provide automotive parts for heavy duty vehicles, class 5 or higher, over 15,000 LB GVWR.

5. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIR BRAKE AND EQUIPMENT FOR AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS.

6. Anticipated benefits to the community:

To provide automotive parts for heavy duty vehicles, class 5 or higher, over 15,000 LB GVWR.

7. 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 contributions):

The cost of this state contract resolution is one hundred thousand dollars (\$100,000.00).

8. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

9. Anticipated completion date:

December 31, 2013.

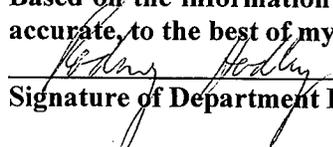
10. Person responsible for coordinating proposed program, project, etc.:

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

11. Additional comments:

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my knowledge.


Signature of Department Director

2/22/13
Date

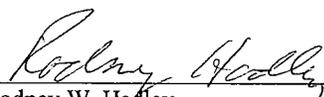
CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIR BRAKE AND EQUIPMENT FOR AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS.**
3. The total funds requested for this state contract is \$100,000.00 with a temporary encumbrancy of \$20,000.00.
4. The funds are available in Automotive Maintenance Operating Account No. 01-201-28-375-210.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

2/22/13



Rodney W. Hadley
Director of Department of Public Works

CITY OF
JERSEY CITY
Department of Public Works

JERRAMIAH HEALY
Mayor
RODNEY W. HADLEY
Director



575 Route 440
Jersey City, NJ 07305
(201) 547-4400
Fax: (201) 547-5264

February 27, 2013

President and Members of the Municipal Council
City Hall – 280 Grove Street
Jersey City, NJ 07302

RE: State Contract (Air Brake – Automotive Parts)

Dear Council President and Members of the Municipal Council:

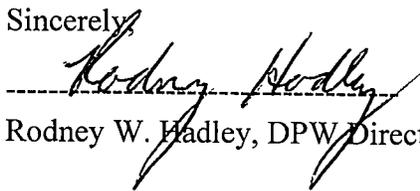
The purpose of this letter is to explain the above subject matter. There exists a need for Automotive Parts for heavy duty vehicles, class 5 or higher over 15,000 LB GVWR. Air Brake and Equipment possesses state contract (A73722).

The total of this contract will not exceed \$100,000.00. The duration of the contract is from 03/01/13 to 12/31/13. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in **Automotive Maintenance Operating Account No. 13-01-201-26-315-210.**

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,



Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2085 09-X-39895	AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR) -	AIR BRAKE & EQUIPMENT	73722

[TOP](#)



[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)
Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)
Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)
Copyright © State of New Jersey, 1996-2007
This site is maintained by the Division of Revenue and Enterprise Services.

Vendor Name & Address:	AIR BRAKE & EQUIPMENT 225 ROUTE 22 WEST HILLSIDE, NJ 07205
Contact Person:	WILLIAM WHITE
Contact Phone:	973-926-0166
Order Fax:	973-926-3110
Contract#:	73722
Expiration Date:	03/17/13
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: AIR BRAKE & EQUIPMENT			Contract Number: 73722		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 060-66-075194 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: ARVIN/MERITOR CONTRACT TYPE - REGION SERVED ----- SECONDARY: CENTRAL PRICE LIST #: PL0801 DATE: 01/01/08 TYPE: LIST	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 060-66-075211 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: MIDLAND CONTRACT TYPE - REGION SERVED ----- PRIMARY: CENTRAL SECONDARY: NORTH PRICE LIST #: L49000 DATE: 07/01/08 TYPE: LIST	1.000	LOT	36.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 060-66-075222 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: ROCKWELL DELIVERY: 2 DAYS ARO CONTRACT TYPE - REGION SERVED ----- PRIMARY: NORTH & CENTRAL PRICE LIST #: PL0801 DATE: 01/01/08 TYPE: LIST	1.000	LOT	50.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 060-66-075224 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: STEMCO CONTRACT TYPE - REGION SERVED ----- SECONDARY: CENTRAL PRICE LIST #: PL0801 DATE: 01/01/08 TYPE: LIST	1.000	LOT	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00053	COMM CODE: 060-66-075225	1.000	LOT	69.00%	N/A

	[AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: GENERAL (CATEGORY: 2) BRAND: TRUCK-LITE CONTRACT TYPE - REGION SERVED ----- PRIMARY: NORTH & CENTRAL PRICE LIST #: 2008 US DATE: 07/01/08 TYPE: LIST				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00077	COMM CODE: 060-66-075247 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: BRAKES (CATEGORY: 5) BRAND: BENDIX CONTRACT TYPE - REGION SERVED ----- PRIMARY: NORTH & CENTRAL PRICE LIST #: BW2009 DATE: 07/01/08 TYPE: LIST	1.000	LOT	52.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 060-66-075251 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: BRAKES (CATEGORY: 5) BRAND: EUCLID CONTRACT TYPE - REGION SERVED ----- PRIMARY: NORTH & CENTRAL PRICE LIST #: A2711 A DATE: 07/01/08 TYPE: LIST	1.000	LOT	58.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00160	COMM CODE: 060-66-075335 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: RADIATOR, BELTS & HOSES (CATEGORY: 12) BRAND: GATES CONTRACT TYPE - REGION SERVED ----- SECONDARY: NORTH & CENTRAL PRICE LIST #: 432-0300 DATE: 01/06/08 TYPE: LIST	1.000	LOT	36.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00166	COMM CODE: 060-66-075341 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: BEARINGS, SEALS & GASKETS (CATEGORY: 13) BRAND: BOWER				

CONTRACT TYPE - REGION SERVED ----- PRIMARY: NORTH & CENTRAL PRICE LIST #: 440 DATE: 09/22/08 TYPE: LIST	
---	--

**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 Air Brake + Equipment (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: Air Brake + Equipment

Signed: [Signature] Title: Manager

Print Name: William White Date: 1/11/13

Subscribed and sworn before me
this 11 day of JAN, 2013.

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

EILEEN M. SCHNITZER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/11/2014

Eileen M. Schnitzer

**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 Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
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
Mary Appelonica	5 Treemap Ct Berkeley Heights N.J.
Michael Appelonica	1 Centinela Court Marlboro N.J.
Dominick Marangi	32 Pine Glen Ct Blauvelt N.J. (Trustee)

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: Air Brake + Equipment
 Signed: [Signature] Title: Manager
 Print Name: William White Date: 1/11/13

Subscribed and sworn before me this 11 day of Jan, 2013.
[Signature] _____
 My Commission expires: _____ (Affiant)

 (Print name & title of affiant) (Corporate Seal)

EILEEN M. SCHNITZER
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 8/11/2014

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): William White - Manager

Representative's Signature: [Signature]

Name of Company: Air Brakes + Equipment

Tel. No.: 973-926-0166 Date: 1/11/13

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to

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

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

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

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

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

Representative's Name/Title Print: William White - Manager
Representative's Signature: [Signature]
Name of Company: Auto Brake + Equipment
Tel. No.: 973-926-0166 Date: 1/11/13

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

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

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

Business Name : Air Brake + Equipment
Address : 225 Rte. 22 West
Telephone No. : 973-926-0166
Contact Name : William White

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51%.

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

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

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

Business Name : Air Brake + Equipment
Address : 225 Route 22 West Hillside NJ
Telephone No. : 973-926-0166
Contact Name : William White

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51%

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
TREASURY BUILDING
PO BOX 280
TRENTON, NJ 08646-0280



TAXPAYER IDENTIFICATION#:
APCONGMA INCORPORATED
TAXPAYER IDENTIFICATION#:



ADDRESS:
225 RT 22 W
HILLSIDE NJ 07036
EFFECTIVE DATE:
10/25/16

TRADE NAME:
BRAKE & EQUIPMENT
SEQUENCE NUMBER:
176



ISSUANCE DATE:
05/23/03

J. J. ...

Acting Director

This Certificate is not assignable or transferable. It must be used in accordance with the address above.

FORM BR-03-01

Certification 18143

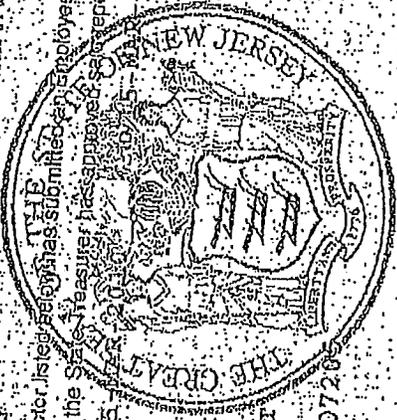
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

GENERAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.4 et. seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of 12 months ending 12/31/2017.

AIR BRAKE AND EQUIPMENT
225 ROUTE 22 WEST
HILLSIDE

NJ 07208



[Handwritten signature]

Andrew P. Sidamon-Einstoff
State Treasurer

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

City Clerk File No. Res. 13-196

Agenda No. 10.Z.19

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS FOR POOL MAINTENANCE AT VARIOUS MUNICIPAL POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids for pool maintenance for the Department of Public Works pursuant to specifications; and

WHEREAS, the Division of Purchasing received two (2) proposals, with the lowest responsible being that from Always Bright Clean Spotless, 355 Riverlawn Drive, Wayne, New Jersey 07470 in the total bid amount of **thirty four thousand six hundred and fifty five dollars and zero cents (\$34,655.00)**; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of Parks Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that contractor has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$1,000.00 are available in **Park Maintenance Operating Account No. 13-01-201-28-375-310.**

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

- 1) A contract in the amount of **\$34,655.00** for pool maintenance is awarded to Always Bright Clean Spotless and the Purchasing Director is directed to have such a contract drawn up and executed;
- 2)

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS FOR POOL MAINTENANCE AT VARIOUS MUNICIPAL POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget.

I Donna Mauer Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$1,000.00 are available in Parks Maintenance Operating Account No. 13-01-201-28-375-310.

Account No. 13-01-201-28-375-310, P.O. No. 109098

RWH/sb
February 20, 2013

APPROVED: Rodney Hadley 2/20/13 APPROVED AS TO LEGAL FORM
Rodney W. Hadley, Director of Public Works

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS FOR POOL MAINTENANCE AT VARIOUS MUNICIPAL POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.

2. Name and title of person initiating ordinance/resolution, etc.:

Rodney W. Hadley, Director of the Department of Public Works for the Division of Park Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

To provide pool maintenance at various municipal pools.

4. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS FOR POOL MAINTENANCE AT VARIOUS MUNICIPAL POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.

5. Anticipated benefits to the community:

To provide pool maintenance at various municipal pools.

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 contributions):

The cost of this pay to play contract resolution is thirty four thousand six hundred and fifty five dollars (\$34,655.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

December 31, 2013.

9. Person responsible for coordinating proposed program, project, etc.:

Rodney Hadley, Director, Division of Park Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Park Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Signature of Department Director

2/20/13
Date

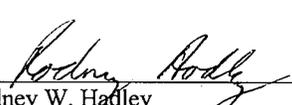
CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS FOR POOL MAINTENANCE AT VARIOUS MUNICIPAL POOLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**
3. The total funds requested for this state contract is \$34,655.00 with a temporary encumbrancy of \$1,000.00.
4. The funds are available in **Parks Maintenance Operating Account No. 01-201-28-375-310.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

2/20/13



Rodney W. Hadley
Director of Department of Public Works

CITY OF
JERSEY CITY
Department of Public Works

JERRAMIAH HEALY
Mayor
RODNEY W. HADLEY
Director



575 Route 440
Jersey City, NJ 07305
(201) 547-4400
Fax: (201) 547-5264

February 27, 2013

President and Members of the Municipal Council
City Hall – 280 Grove Street
Jersey City, NJ 07302

Dear Council President and Members of the Municipal Council:

There exists a need for pool maintenance at various municipal pools. The Division of Purchasing received two (2) proposals, with the lowest responsible being that from Always Bright Clean Spotless, 355 Riverlawn Drive, Wayne, New Jersey 07470 in the total bid amount of **thirty four thousand six hundred and fifty five dollars and zero cents (\$34,655.00).**

The total of this contract will not exceed \$34,655.00. The duration of the contract is from 01/01/13 to 12/31/13. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Hadley", is written over a horizontal dashed line.

Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

REQ. # 0161102

A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE
 WAYNE N.J. 07470
 973-256-5536 EST. 1969

PROPOSAL

DATE
2/7/2013

RECEIVED
 FEB 15 11:19:13

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 575 RT. 440 JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

PROJECT
2013 SERVICES

DESCRIPTION	QTY	COST	TOTAL
THIS PROPOSAL COVERS JAN 1, 2013 THROUGH DEC 31, 2013			
PERSHING FIELD SWIMMING POOL.			
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS	12	165.00	1,980.00
PAVONIA AVE SWIMMING POOL:			
LATE MARCH - PULL BACK COVER AND ADD CHLORINE AND ALGAECIDE TO MAINTAIN WATER QUALITY FOR POOL OPENING		800.00	800.00
STARTUP 2013			
DRAIN, PRESSUREWASH, AND ACIDWASH INTERIOR OF POOL.		4,100.00	4,100.00
INSTALL DECK EQUIPMENT			
SUMMERIZE FILTRATION AND CHEMICAL FEED SYSTEM		620.00	620.00
NOTE: SUMMERIZATION OF CHEMICAL CONTROL SYSTEM CONSISTS OF MECHANICAL SUMMERIZATION OF WATER LINES ONLY.			
STARTUP FILTRATION EQUIPMENT UPON REFILLING OF POOL.		720.00	720.00
NOTE: FILLING OF POOL TO BE PERFORMED BY J.C. D.P.W. STARTUP CHEMICALS TO BE PROVIDED BY A.B.C. POOLS EXCEPT FOR CO2 TANKS			
50 LB. CALCIUM HARDNESS	6	55.00	330.00
50 LB. TOTAL ALKALINITY	4	55.00	220.00
25 LB. CHLORINE SHOCK	1	150.00	150.00
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS	2	165.00	330.00
WINTERIZE 2013			
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED			
		TOTAL	

Req# 0161102

A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE

WAYNE N.J. 07470

973-256-5536 EST. 1969

PROPOSAL

DATE
2/7/2013

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 575 RT. 440 JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

DESCRIPTION	QTY	COST	PROJECT
			2013 SERVICES
			TOTAL
WINTERIZE POOL AND EQUIPMENT. POOL TO BE DRAINED BY CUSTOMER PRIOR TO WINTERIZING WINTERIZING CHEMICALS INCLUDED IN PRICE		3,900.00	3,900.00
LAFAYETTE PARK			
LATE MARCH - PULL BACK COVERS ON BOTH POOLS AND ADD CHLORINE AND ALGAECIDE TO MAINTAIN WATER QUALITY FOR OPENING		1,400.00	1,400.00
SUMMERIZE BOTH POOLS SUMMERIZING INCLUDES: REMOVE AND FOLD COVERS		6,100.00	6,100.00
DRAIN, PRESSUREWASH AND ACIDWASH BOTH POOLS SUMMERIZE AND STARTUP FILTRATION AND CHEMICAL FEED SYSTEMS		7,500.00	7,500.00
INSTALL DECK EQUIPMENT 100 LBS GRANULAR CHLORINE			
MONTHLY INSPECTION OF SWIMMING POOLS AND OPERATION	2	165.00	330.00
WINTERIZE BOTH POOLS AND EQUIPMENT WINTERIZING INCLUDES: VACUUM BOTH POOLS LOWER WATER LEVELS BLOWOUT AND CAP FILTRATION LINES AND FILL LINES FROM PUMP ROOM TO POOLS DRAIN FILTRATION AND CHEMICAL FEED LINES SYSTEMS REMOVE DECK EQUIPMENT ADDITION OF WINTERIZING CHEMICALS INCLUDING CHLORINE, ALGAECIDE AND STAIN PREVENTERS INSTALL POOL COVERS		6,175.00	6,175.00
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED			
TOTAL			\$34,655.00



January 14, 2013

Jersey City D.P.W.
 Bureau of Park Maintenance
 575 RT. 440
 Jersey City, NJ 07305
 ATTN: Elizabeth Harley

Dear Elizabeth,

We are pleased to provide the following proposal:

Jan 1, 2013 to December 31, 2013

Pershing Field Pool		
Monthly Inspections of Swimming pool	12 @ \$200.00=	\$2,400.00
Pavonia Ave Swimming Pool		
Late March add chlorine and Algaecide		\$1,000.00
Startup 2012		
Drain, Pressure wash, and Acid Wash interior of pool		\$4,300.00
Gallon Muriatic Acid	<u>20@\$15.00=</u>	\$ 300.00
Install Deck Equipment		
Summerize Filtration and Chemical control system including water lines only		\$735.00
Startup filtration equipment once pool is refilled		\$800.00
Pool fill By J.C. D.P.W. /Chemicals by Deep Run		
Chemicals for startup calcium, bicarb, shock		\$800.00
Monthly inspections of Swimming pool		\$190.00
Winterization 2013		\$4,200.00
Lafayette Park		
Late March add chlorine and Algaecide		\$1,600.00
Summerize Both pools including removal of covers \$		\$6,650.00
Drain both pools and acid wash, Startup filtration and Chemical Systems		
Install deck equipment and shock pool		\$8,000.00
Monthly Inspections of Both pools	2@ \$200.00=	\$ 400.00

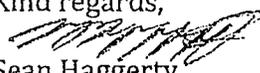


Winterize both pools including vacuuming pools, lowering water levels, blowing lines draining chemical feed lines, add chemicals, cover pools

\$6,900.00

Total Proposal= \$ 38,275.00

Kind regards,


Sean Haggerty

General Manager

Deep Run Aquatic Services, Inc.

ADD: POOL SERVICES
REQ # 0161102
POOL Maintenance - 2013

***** ORIGINAL *****

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, N.J. 07302
Tel. # 201-547-4533
Fax # 201-547-5088
E-mail Address: AbuanJ@JCNJ.ORG

2013 FEB 15 AM 10:03

PROCESSED

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Fred McKenzie Pres

Representative's Signature: Fred McKenzie

Name of Company: ALways Bright Clean Spotless Corp DBA/

Tel. No.: _____ Date: 1-31-13 ABCS Pool Service Inc

973-256-5536

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

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN.
FAILURE TO PROPERLY COMPLETE THE HIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. I.D. NO. OR SOCIAL SECURITY: 221928282

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

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 6

4. COMPANY NAME: Always Bright Clean Spotless Corp DBA/ ABCS Pool Service

5. STREET: 335 Riverlawn Dr CITY: Wayne COUNTY: Passaic STATE: NJ ZIP CODE: 07470

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

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

8. IS THIS ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

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

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

Original Hire Date	DATE RECEIVED	INAUGURATE	ASSIGNED CATEGORICAL 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 categories as specified, in columns 1, 2, & 3. **DO NOT SUBMIT A ZERO REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					NON MIN.
				BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN.	
Official Managers														
Professionals	1	1						1						
Technical	3	3						3						
Sales Workers														
Office & Clerical	2		2					2						
Craftworkers (Hand)														
Operatives (Hand/Feed)														
Laborers (Hand/Feed)														
Service Workers														
TOTAL	6	4	2					6						
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: Wed To: Tues

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): Fred McKenzie SIGNATURE: [Signature] TITLE: Pres DATE: 2/1/2013

17. ADDRESS incl. & STREET: 335 Riverlawn Dr CITY: Wayne COUNTY: Passaic STATE: NJ ZIP CODE: 07470 PHONE (AREA CODE, NO. EXTENSION): 973 - 256 - 5536

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

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

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

The contractor and the Pres of ABCS Pool Serv. (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: Fred McKenzie
Representative's Signature: Fred Mck
Name of Company: Always Bright Clean Spotless Corp.
Tel. No.: 973-256-5536 Date: 2-7-2013

**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 : Always Bright Clean Spotless Corp DBA/
ABC's Pool Service Inc
Address : 355 Riverlawn Drive Wayne NJ 07470
Telephone No. : 973-256-5536
Contact Name : Fred McKenzie

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 : Always Bright Clean Spotless Corp DBA
ABC'S Pool Service Inc.
Address : 355 Riverlawn Drive Wayne NJ 07470
Telephone No. : 973-256-5536
Contact Name : Fred McKenzie

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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ALWAYS BRIGHT CLEAN SPOTLESS CORPORATION
Trade Name:	
Address:	355 RIVERLAWN DRIVE WAYNE, NJ 07470-7017
Certificate Number:	0065099
Effective Date:	September 11, 1970
Date of Issuance:	February 20, 2013

For Office Use Only:
20130220085226243

**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 Always Bright Clean Spotless Corp (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Always Bright Clean Spotless Corp (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: Always Bright Clean Spotless Corp. DBA/ ABC's Pool Service

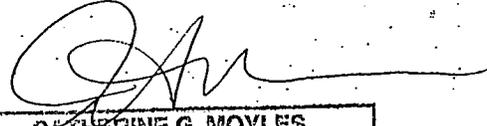
Signed Fred McKen Title: Pres

Print Name: Fred McKenzie Date: 2-1-2013

Subscribed and sworn before me
this 1st day of Feb., 2013

My Commission expires:

Fred McKen
(Affiant)
Fred McKenzie Pres
(Print name & title of affiant) (Corporate Seal)


CATHERINE G. MOYLES
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 21, 2013

**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 (t).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
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
Fred McKenzie	8 Squire Ln Wayne NJ 07470

Part 3 – Signature and Attestation:

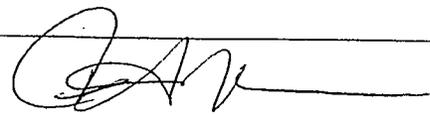
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Always Bright Clean Spotless Corp
 Signed: Fred McKenzie Title: Pres
 Print Name: Fred McKenzie Date: 2-1-2013

Subscribed and sworn before me this 1st day of February, 2013

My Commission expires:

Fred McKenzie
 (Affiant)
Fred McKenzie Pres
 (Print name & title of affiant) (Corporate Seal)


 CATHERINE G. MOYLES
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES FEBRUARY 21, 2013

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

City Clerk File No. Res. 13-197

Agenda No. 10.Z.20

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH CORPORATE CONCEPTS CONSULTANTS, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE PUBLIC RELATIONS AND MANAGEMENT CONSULTANT SERVICES IN CONNECTION WITH THE CITY'S LEASED RECREATIONAL SPACE AT 654 BERGEN AVENUE

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, New Hope Housing, Inc. now New Hope Urban Renewal Limited Partnership (New Hope) is the owner of 654 Bergen Avenue, Block 16703, Lot 5 f/k/a Block 1911, Lot C1, which contains 131 units of single room low income housing; and

WHEREAS, New Hope needed rental revenue from a portion of the building to support the single room occupancy project; and

WHEREAS, the City of Jersey City (City) had a need to provide certain community and recreational services to the public; and

WHEREAS, by adoption of Ordinance 98-164, the City entered into a lease agreement with New Hope for a portion of the property consisting of approximately 35,000 square feet including commercial space and recreational space that includes a swimming pool, gymnasium, locker rooms, community rooms, staff offices, racquet ball and handball courts located in the sub-cellar and ground floors (Facilities); and

WHEREAS, the lease dated August 31, 1999 was for a term of fifteen (15) years, with one five (5) year option to renew which was subsequently amended by Ordinance 03-128 to give the City an option to buy the leased area after the expiration of the lease on December 31, 2015 for \$1.00; and

WHEREAS, the City was obligated to pay rent of approximately \$92,880 per year, and a portion of the utilities including water, sewer, electric and heating; and

WHEREAS, on August 6, 2010, the Business Administrator terminated the lease effective June 30, 2010 and New Hope notified the City that it was in default under the lease; and

WHEREAS, the parties agreed to the settlement amount of \$475,983, which included payment of future rent through the remainder of the term of the lease and payment of utilities through December 31, 2014; and

WHEREAS, in addition, the settlement which was authorized by Resolution 12-576, and approved on July 18, 2012, enabled the City to accelerate its option to purchase the leased space at the end of the lease term, December 31, 2015; and

WHEREAS, because there is a critical need for recreational services in the City's area of Ward F, the City desires to rehabilitate the leased space including the pool; and

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH CORPORATE CONCEPTS CONSULTANTS, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE PUBLIC RELATIONS AND MANAGEMENT CONSULTANT SERVICES IN CONNECTION WITH THE CITY'S LEASED RECREATIONAL SPACE AT 654 BERGEN AVENUE

WHEREAS, the City requires the services of Corporate Concepts Consultants, Inc. to assist the City with public relations and management consulting services, business planning, marketing, soliciting funding sources and other related services in connection with the rehabilitation of the City's Facilities; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of contract as "Extraordinary, Unspecifiable Services" (EUS) without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, N.J.A.C. 5:34-2.4 identifies public relations consultants and management consultant studies as services which satisfy the criteria for an EUS contract award; and

WHEREAS, the City's Business Administrator has certified that these services qualify as extraordinary, unspecifiable services under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, Corporate Concepts Consultants has submitted its certification of compliance with the City's Contractor on Pay-to-Play Reform Ordinance 08-128, adopted on September 3, 2008; and

WHEREAS, the sum of \$16,000.00 is available for these services in Account No. 01-201-31-433-312.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an Agreement, substantially in the form attached hereto for a total contract amount not to exceed \$16,000.00 with Corporate Concepts Consultants to provide public relations and management consulting, planning, marketing, funding solicitation and other related services in connection with the rehabilitation of the City's leased recreational space at the property known as 654 Bergen Avenue.
2. The term of the agreement shall be for ninety (90) days effective upon the execution of the agreement by City officials.
3. The agreement is authorized as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) because of the reasons stated in the EUS certification attached hereto.
4. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection.

City Clerk File No. Res. 13-197

Agenda No. 10.Z.20 MAR 13 2013

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH CORPORATE CONCEPTS CONSULTANTS, INC., AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE PUBLIC RELATIONS AND MANAGEMENT CONSULTANT SERVICES IN CONNECTION WITH THE CITY'S LEASED RECREATIONAL SPACE AT 654 BERGEN AVENUE.

- 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 the resolution.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for payment of the above resolution in Account No. 01-201-31-433-312. P.O. # 109131

IW/he
3-04-13

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

APPROVED AS TO LEGAL FORM [Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

Office of the Business Administrator

Jerramiah T. Healy, Mayor
John W. Kelly, Business Administrator

280 Grove Street
Jersey City, New Jersey 07302
Telephone (201) 547-5146
Fax (201) 547-4833

March 6, 2013

Peter Brennan, Council President
and Members of the Municipal Council
280 Grove Street
Jersey City, NJ 07302

Re: Leased Recreational Space at 654 Bergen Avenue
Agreement with Corporate Concepts Consultants, Inc.

Dear Council President and Members:

There is a resolution on the agenda authorizing the City of Jersey City (City) to enter into a contract not to exceed \$16,000 with Corporate Concepts Consultants, Inc., to assist the City in its effort to rehabilitate the historic YMCA on Bergen Avenue so that it again can be a recreational facility for the community in that area of City. Corporate Concepts Consultants has experience operating and fundraising for such community facilities, and will assist the City as it explores the various options and models to operate the facility, as well as assist the City in developing a strategy to raise the monies that will be needed to renovate the historic facility.

By way of background, New Hope Urban Renewal Limited Partnership (New Hope) owns the building at 654 Bergen Avenue that houses the YMCA. On August 31, 1999, the City executed a lease agreement with New Hope for the old YMCA expiring on December 31, 2015, with a one year option to buy at the end of the period for \$1.00. The lease also required the City to pay all utilities including water, sewer, electric and heating including all costs to heat and provide water to the pool. The leased space consists of 35,000 square feet that include commercial space located on the first floor of the building and the YMCA recreational area, including a swimming pool, gym, locker rooms, community rooms, racquetball and handball courts.

On July 18, 2012, the Council City approved Resolution 12-576 authorizing the settlement of potential litigation with New Hope arising from the City's decision to stop paying rent as of June, 2010. The City had long since stopped utilizing the great majority of the leased space. The settlement amount of \$475,983 enabled the City to reinstate the lease at a substantial discount and to accelerate its option to purchase the leased space at the end of the lease term.

After a number of meetings of a working team of City officials from the Department of Public Works, Housing and Economic Development, Recreation, the Jersey Redevelopment Agency, and the Law Department, the consensus was reached that in order to move forward with renovating the YMCA for use as a recreational facility, a business plan for the ultimate use of the space had to be created. Corporate Concepts Consultants' President Mr. James Adams has served as a CEO of the not-for-profit YMCA that was located at 654 Bergen Avenue decades ago and has coordinated corporate relations and funding solicitation packages for various not-for-profits. This firm understands the kind of recreational programming suitable for the City's space and has the ability to raise funding on behalf of non-profit organizations providing similar recreational services. In addition, the firm has the expertise and experience to coordinate a business development scheme for a viable and specialized recreational space that will be compatible with the rest of the building and specific connections to seek out potential partners that will be able to provide recreational programming for the property and corporate financial sponsors that may assist with funding the project. Accordingly, we are requesting that the City Council approve this contract so that City can continue to pursue its goal of rehabilitating the YMCA so that it can once again provide recreational opportunities to the people in that neighborhood, which so sorely needs them.

Your cooperation is appreciated.

Very truly yours,

JOHN W. KELLY
BUSINESS ADMINISTRATOR

cc: Hon. Jerramiah T. Healy, Mayor
Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CORPORATE CONCEPTS CONSULTANTS INCORPORATED

Trade Name:

Address: 285 WEST SIDE AVE STE 279
JERSEY CITY, NJ 07305

Certificate Number: 1775360

Effective Date: February 21, 2013

Date of Issuance: February 22, 2013

For Office Use Only:

20130222125743203

**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 Corporate Concepts Consultants (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: Corporate Concepts + Solist Inc

Signed [Signature] Title: President

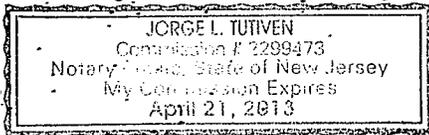
Print Name: Maria Tacon Date: 2/15/13

Subscribed and sworn before me
this 19 day of FEB, 2013.

My Commission expires: _____
(Affiant)

[Signature]

(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 Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
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
Maria Taran	317 3rd St. Union City NJ 07087

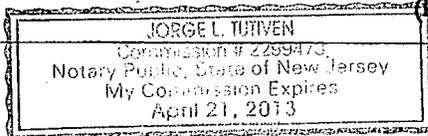
Part 3 – Signature and Attestation:

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: _____

Signed: [Signature] Title: President
Print Name: Maria Taran Date: 2/15/13

Subscribed and sworn before me this 19 day of Feb., 2013 [Signature] _____
My Commission expires: _____ (Affiant)
_____ (Print name & title of affiant) (Corporate Seal)



CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO CORPORATE CONCEPTS CONSULTANTS AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: February 1, 2013

TO: Members of the Municipal Council

FROM: John Kelly, Business Administrator

SUBJECT: Contract award to Corporate Concepts Consultants, Inc., as an extraordinary unspecifiable service in connection with the rehabilitation of the City of Jersey City's leased recreational space at 654 Bergen Avenue

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Corporate Concepts Consultants
Cost: Not to exceed \$16,000
Period: Ninety (90) days
Purpose: To provide the City with business development and corporate funding solicitation plans, a public relations package and management consultant services necessary for the rehabilitation of the City's leased recreational space at 654 Bergen Avenue.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. Provide a clear description of the work to be done.

To represent the City's interest in pursuing funding sources, coordinate public relation activities, identify recreational and cultural programming activities, prepare a management consultant study and business plan for the use of the property and other related services to assist the City towards rehabilitating the recreational space.

2. Describe in detail why the contract meets the provisions of the statute and rules:

To perform these services require public relations background, expertise and experience to coordinate a business development scheme for a viable and specialized recreational space that will be compatible with the rest of the building and specific connections to seek out potential partners that will be able to provide recreational or cultural programming for the property and corporate financial sponsors to assist with funding the project.

3. **The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:**

The building consists of a residential tower that provides single room occupancy (SRO) housing units and is managed by a private entity. The City leases an area within the building that has been designated for exclusive recreational use.

The President of Corporate Concepts Consultants served as a CEO of a not-for-profit YMCA that was located at the facility decades ago and has coordinated corporate relations and funding solicitation packages for various not-for-profits. The firm has the unique advantage of understanding the kind of recreational programming suitable for the City's space in addition to the ability to raise funding on behalf of non-profit organizations providing similar recreational services. The performance of these services cannot be described by written specifications because the firm has the required skills, work experience and specific knowledge of the field to provide the vast insight that is key to the development and future operation of this project.

4. **Describe the informal solicitation of quotations:**

Because of the nature of the property and the firm's extensive familiarity with the type of management, fund raising and public relations activities associated with the YMCA which skills are necessary to advance this project, other quotations were not solicited. It would not have been practical to solicit other quotes because this firm possesses the unique skills, experience and knowledge of the past history of the designated area and the community to enable the firm to develop and coordinate a public relations and marketing plan necessary for the viable operation of the recreational space.

I have reviewed the rules of the division of local government services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,

John Kelly
Business Administrator

AGREEMENT

This AGREEMENT made this _____ day of _____, 2013 between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey ("City") and **CORPORATE CONCEPTS CONSULTANTS, INC.**, 285 Westside Avenue, Suite #250, Jersey City, NJ 07305 (hereinafter "Consultant").

WHEREAS, the City has a need to provide certain community and recreational services to the public; and

WHEREAS, by adoption of Ordinance 98-164, the City entered into a lease agreement with New Hope Urban Renewal Limited Partnership (New Hope) for a portion of the property located at 654 Bergen Avenue consisting of approximately 35,000 square feet including commercial space and recreational space that includes a swimming pool, gymnasium, locker rooms, community rooms, staff offices, racquet ball and handball courts located in the sub-cellar and ground floors (Facilities); and

WHEREAS, because there is a critical need for recreational services in the City's area of Ward F, the City desires to rehabilitate its leased space; and

WHEREAS, the City requires public relations and management consulting, business planning, marketing, soliciting funding sources and other related services to advance the rehabilitation of the City's Facilities; and

WHEREAS, Consultant agrees to perform these services for the City for a total sum not to exceed \$16,000.00; and

WHEREAS, Consultant has the skills and expertise necessary to provide these services to the City; and

WHEREAS, this Agreement was authorized by Resolution _____, approved on March 13, 2013.

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 public relations and management consulting services, funding solicitation and other related services in connection with the rehabilitation of the City's 35,000 sq. feet leased recreational space located at 654 Bergen Avenue.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with a proposal prepared by the Consultant which is attached as Exhibit "A" and is incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Proposal, the provisions of this Agreement shall govern over the Proposal.

2. Such described services shall be performed during a period of ninety (90) days effective upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

1. Performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily expected competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. The total cost for providing the services described in Article II under this agreement including fees and expenses shall not exceed the sum of \$16,000.

2. Consultant will be entitled to monthly payments for work completed. Consultant shall submit a monthly affidavit of services provided for that month. Compensation shall be due and payable to Consultant upon the City's receipt of Consultant's monthly bill. Consultant understands that the bill must be submitted to the

governing body of the City for approval prior to payment. The governing body meets to approve contract payments twice a month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

(a) Professional Liability Insurance: covering as insured the Consultant with not less than one million dollars (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligence performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts as determined by the City's Risk Manager with insurance companies authorized to do business in the State of New Jersey. Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

Before commencing the work: Consultant shall furnish the City certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured.

ARTICLE VI
Personnel of the Consultant

1. The Consultant shall engage at his sole expense and be responsible for all experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences

between them. The Consultant shall pay to any such experts employed on the project, monies commensurate with the professional services rendered by them. It is understood that all such personnel shall be engaged by the Consultant and not the City, and the Consultant alone is responsible for their work.

2. All personnel assigned to the project by the Consultant shall be required to cooperate fully with personnel assigned to the project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the project when mutually agreed by both the City and the Consultant.

ARTICLE VII
Suspension or Termination

The City shall have the right to terminate this agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of a termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VIII
Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE IX
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, admission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

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 reduced to 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 party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI
Assignment

Consultant shall make no assignment nor transfer this agreement or assign or transfer any part of the work under this agreement without the written consent of the City Business Administrator. This agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII
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 XIII
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE XIV
Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XV
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 XVI
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVII
Notice

All parties, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

John Kelly
City Business Administrator
City Hall - 280 Grove Street
Jersey City, NJ 07302

John Adams
Corporate Concepts Consultants
285 Westside Avenue
Jersey City, NJ 07305

ARTICLE XVIII
New Jersey Business Registration Requirements

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

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

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

of whether the tangible personal property is intended for a contract with a contracting agency.

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

ARTICLE XIX

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

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

By: _____
John Kelly
Business Administrator

Corporate Concepts Consultants

Attest:

By: _____
James Adams
President



Corporate Concepts & Solutions

**PROPOSAL SCOPE OF SERVICES
PREPARED BY
CORPORATE CONCEPTS & SOLUTIONS**

**PROJECT
CONSULTANT DEVELOPMENT SERVICES
FOR THE CITY OF JERSEY CITY
FOR THE PROJECT AT 654 Bergen Avenue**

Corporate Concepts & Solutions proposes to enter into a professional service contract with the City of Jersey City to provide a comprehensive range of consultant services.

- **Analysis of the existing recreational structure.**
This entails a review of the existing recreational structure and determining the current conditions of the facility. In addition making recommendations for future use of the site in regard to potential recreational or cultural programming.
- **Development of a comprehensive usage plan of the facility.**
This activity encompasses an analysis of the existing facility and recommendations for future usage. In particular analyzing each portion of the site to determine what kinds of activities should go in each sector.
- **Development of a Corporate solicitation package.**
Design of a packet outlining the project with photos and explanation of intended use of the facility including potential programming. In addition a glossy magazine insertion highlighting the project will be included in the design and these will be used to solicit funding from the private sector.
- **Coordination and Development of Tours of the facility with potential corporate sponsors.**
Scheduling and implementation of tours with potential corporate partners and sponsors of the facility at 654 Bergen Avenue. These tours are designed to spearhead interest by corporate entities to take part in sponsoring the project.
- **Attendance at all necessary meetings in regard to the project.**
Staff of Corporate Concepts & Solutions will attend all necessary meetings with representatives of Jersey City and or any other entity of corporation that is necessary to bring the project to fruition.

Continues on page 4

Exhibit A

Page 3 of 8

Continues from page 3



corporate concepts & solutions

- **Solicitation of possible partners for the eventual programming at the facility.**
We shall seek out potential partners that will be able to provide programming at the site. These shall include entities like the YMCA of Newark & Vicinity, The NY Liberty of the WNBA, Former Olympian Track & Field Athletes and Basketball and Soccer Coaches as well as Tennis Instructors and or Dance Instructors and Yoga and Exercise specialists.

- **Analysis of Projected Services for the community at the facility.**
Our staff will discuss and review existing services at the facility that benefit residents in the area. We will make recommendations for the development of an array of activities possibly services pike health care screenings, senior programs and other community cultural enriching activities.

- **Development of a basic web site for the proposed scope of the project.**
Design and development of a website that promotes the project and provides an overview for people to know that this project is occurring and sets forth a tool for them to obtain ongoing and up to date information about the project.

- **Preparation of all forms, applications and documents related to funding for the project.**
In our efforts to seek potential funding from private entities and or corporations they require that certain forms, grant applications or other documents are prepared to solicit funding. We will be responsible for obtaining, preparing and submitting all such documents.

- **Identify and Solicit Potential funding sources for the project.**
Our staff will seek and compile from our research all information related to possible grants and or corporate giving to this project. We shall maintain and provide a comprehensive list of the same for the City of Jersey City.

- **Develop a data base for corporate contacts which will be used to invite these persons to take part in sponsorship opportunities for the project.**
Our office will compile data and prepare and develop a list of potential sponsors from corporate entities. It will include their name, company and all pertinent contact information so they may be contacted in regard to participating as sponsors for the project.

Continues on page 5

Continues from page 4



corporate concepts & solutions

- **Coordinate all public relations activities relevant to the project.**
Our staff will be responsible for the preparation of all press releases relevant to the project. In addition we will solicit attendance by the media to any and all public announcement events relevant to the project.

- **Prepare and submit a Management Consultant Study for the project.**
This study will provide details from all of the above mentioned bullet points.
It will include the following:
 - Overview History of the Facility
 - Current status of the facility
 - Analysis of all Sectors of the Facility
 - Corporate Contact list
 - List of Potential Funding Sources
 - Suggestion and Plan for Future Facility Use

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

City Clerk File No. Res. 13-198
Agenda No. 10.Z.21
Approved: MAR 13 2013



TITLE:

RESOLUTION AUTHORIZING THE PAYMENT OF CERTAIN EXPENSES RELATING TO CITY OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, as the result of the lawsuit, City of Jersey City v. Washington Commons LLC, Doc. HUD L-1957-11, the City of Jersey City (the "City") became the owner of 7 residential condominium units located at 311 Washington Street; and

WHEREAS, the City presently intends to offer these units for sale or rent to low- to moderate-income artists; and

WHEREAS, in accordance with N.J.S.A. 46:8B-15 and N.J.S.A. 46:8B-17, condominium unit owners are responsible for payment of its share of common expenses based upon the owner's undivided percentage interest in the common areas of the building as set forth in the master deed; and

WHEREAS, the average estimated monthly installments due for ordinary common expenses for all of these 7 units is approximately \$4,500 a month or \$54,000 a year; and

WHEREAS, the ordinary common charges that accrued against the 7 City owned units during litigation, through December 2012 is \$80,890.66; and

WHEREAS, in addition, a one-time charge was assessed against the 7 City owned units for uninsured damages that occurred to the common areas as the result of Hurricane Sandy, in a total amount of \$11,037.08; and

WHEREAS, in addition, the City will need to fund the condominium association and maintenance fees for 2013 which will total approximately \$54,000; ; and

WHEREAS, pursuant to NJSA 46:8B-219(f) unpaid common area charges subject a unit to foreclosure in the same manner as a mortgage and the unit owner may be sued; and

WHEREAS, funds in the amount of \$ 91,927.74, representing the City's past-due common charges and the one-time charge for Hurricane Sandy damages to the common areas, are available in Account No. 01-203-31-432-304; and

WHEREAS, funds in the amount of \$13,008 representing City's obligations for the first 3 months of common charges for 2013 are available in the City's temporary budget in Account No. 01-201-31-432-204; and

WHEREAS, the balance of \$41,424.72 for common charges due in 2013 shall be made available to the Division of Real Estate's in the City's permanent budget.

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

The Mayor or Business Administrator is hereby authorized to pay the total sum of \$145,927.71 for the following charges relating to the City's ownership of 7 residential Units located at 311 Washington Street:

1. Past due common charges of \$80,890.66;
2. Uninsured damages to the common areas caused by Hurricane Sandy, 11,037.88

City Clerk File No. Res. 13-198

Agenda No. 10.Z.21 MAR 13 2013

TITLE: 3. Common charges for 2013, \$54,000

1.

204.

I Donna Mauer (Donna Mauer), Chief Financial Officer, certify that funds in the amount of \$91,927.74 are available in Account No. 01-203-31-432-304; funds in the amount of \$13,008 are available in Account No. 1-201-31-432-204, and the balance shall be made available to the Division of real Estate in the City's permanent budget.

DF
1-17-13

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

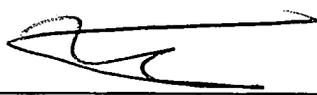
Robert Byrne
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. **FULL TITLE OF AUTHORIZING RESOLUTION:**
RESOLUTION AUTHORIZING THE PAYMENT OF CERTAIN EXPENSES RELATING TO CITY OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**
Derek Fancullo (201) 547-5228
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**
To pay \$80,890.66 to clear a condominium association lien for past due common expenses accrued during the City's litigation in relation to 7 condominium units at 311 Washington Street; to pay \$54,432.72 for common expenses for CY 2013 for the 7 units at 311 Washington Street and for payment of \$11,037.08 for repairs to the common areas of the residential building at 311 Washington Street for damage caused by Superstorm Sandy.
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:**
To avoid foreclosure on the 7 condominium units at 311 Washington Street.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:**
To provide affordable housing to low to moderate income artists.
6. **PROPOSED COST:**
\$80,890.66 - account # 01-203-31- 432-304 past due common expenses.
\$11,037.08 - account # 01-201-31- 432-304 damage caused by Super Storm Sandy
\$54,432.72 - account # 01-201-31- 432-304 common expenses for CY 2013
Total Cost - \$146,360.46
7. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT ETC:** Derek Fancullo (201)547-5228.

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.



DEPARTMENT DIRECTOR

3/4/13

DATE



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

March 6, 2013

Council President and Members of the Municipal Council
City Hall
280 Grove Street
Jersey City, NJ 07302

Dear Council President and Members of the Municipal Council:

After several years of litigation, the City of Jersey City has secured ownership of seven condominium units in the luxury property at 311 Washington Street – known colloquially as “Washington Commons.” The condos are part of a nearly decade old City plan to develop a downtown arts district: The City hopes to convey them to low- and moderate-income artists, who will use them as live/work spaces.

As you are no doubt aware, at least until the City is able to convey the condos, it must assume certain responsibilities inherent to their ownership. Namely, the City is statutorily obligated to pay for its fair share of the common building costs at Washington Commons. The resolution before you asks you to authorize payments for the following:

1. On a rolling, monthly basis, the City owes in aggregate slightly more than \$4,500, for a total of approximately \$54,000 for the 2013 calendar year.
2. Similarly, the City owes a one-time, aggregate payment of slightly more than \$11,000, to cover the City’s share of common repair costs related to Superstorm Sandy;
3. Finally, to immediately clear a lien on the units, the City must pay approximately \$80,000 in aggregate, past-due common fees – accrued while the condos sat in limbo during the protracted litigation related to them.

As we have indicated, the court battle(s) involving these condominium units dragged on for several years, and became very complex. In 2004, the developer of Washington Commons made a promise to the City: In exchange for zoning variances and other considerations, the developer would convey to the City the seven units described here. However, nearly as soon as he had completed construction on Washington Commons – and taken all the benefits of this bargain - the developer took the City to court, in an effort to back out of the deal. Since 2007, this matter has been litigated in both state and federal courts more than ten (10) times. Each time, the Law Department won. Late last summer, the developer finally ran out of appeals – and the City took possession of the condo units.

After fighting so hard, the City cannot afford to lose these condominiums: If the City does not pay the common fees detailed here, the Washington Commons condo association may foreclose on the units – leaving the City with nothing. Accordingly, we hope you will pass this resolution, and I look forward to answering any questions you may have.



William C. Matsikoudis
Corporation Counsel

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

City Clerk File No. Res. 13-199

Agenda No. 10.Z.22

Approved: MAR 13 2013

TITLE:



RESOLUTION IN SUPPORT OF EARTH HOUR 2013

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, climate change has been recognized by scientists, political leaders, strategic planners, and citizens around the world to be a growing threat to global stability and security; and

WHEREAS, climate change has direct economic, environmental, health, and societal impacts on all Americans, including New Jerseyans and the residents of the City of Jersey City; and

WHEREAS, solutions to climate change must take place at the local level, involving deeply concerned citizens as well as elected officials of all towns and cities; and

WHEREAS, electricity production generates the largest share of greenhouse gas emissions; and

WHEREAS, turning off unnecessary electronics whenever possible, including lights and appliances, is the simplest and most effective way to conserve energy in private homes and in public buildings; and

WHEREAS, Earth Hour 2013 is both an international and local symbolic and educational event, intended to raise awareness about climate change issues, and to inform residents and businesses about existing information and tools available within the community to help us reduce our carbon footprint; and

WHEREAS, Earth Hour 2013 is intended to demonstrate that each of us has the power to save energy and make a difference in the future of our planet; and

WHEREAS, Jersey City is a leader among sustainable cities in New Jersey;

NOW, THEREFORE, BE IT RESOLVED that the Jersey City Municipal Council joins the over 7,000 cities across 152 countries in recognizing and supporting Earth Hour 2013, Saturday, March 23rd, from 8:30 p.m. – 9:30 p.m., and be it further

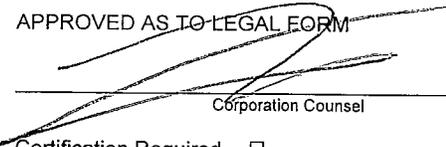
RESOLVED, that the Jersey City Municipal Council encourages citizens to find out more about Earth Hour by visiting www.earthhour.org, and be it further

RESOLVED, that Jersey City residents are encouraged to participate by reducing electricity usage for the duration of Earth Hour and by taking actions in the coming year to conserve energy and reduce their carbon footprints.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED:  _____
Business Administrator

 _____
Corporation Counsel

Certification Required

Not Required

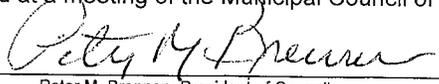
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												3.13.13	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓				
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓				
LOPEZ	✓			COLEMAN	✓			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. 13-200

Agenda No. 10.Z.23

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A SETTLEMENT AGREEMENT ELIMINATING NOXIOUS ODORS EMITTED INTO A CERTAIN RESIDENTIAL NEIGHBORHOOD BY THE MULCHING OPERATION OF A CERTAIN RECYCLING PLANT

COUNCIL

Offered and moved adoption of the following Resolution:

WHEREAS, Reliable Paper Recycling, Inc. ("Reliable") owns and operates a wood and mulch processing facility at 1 Caven Point Avenue, Jersey City, New Jersey 07305; and

WHEREAS, for several years, residents of the neighborhood immediately to the west of the Reliable facility complained its mulching operations regularly emitted noxious odors strong enough to make them sick, worry for their health, and otherwise substantially interfere with and degrade the quality of their lives; and

WHEREAS, the City of Jersey City ("City") filed suit in the Superior Court of New Jersey, Law Division, Hudson County, on behalf of the City and residents of the affected neighborhood to eliminate the noxious odors; and

WHEREAS, the City engaged Reliable in settlement negotiations concerning the lawsuit; and

WHEREAS, to terminate the lawsuit, Reliable has proposed (1) shutting down wood and mulching operations no later than 18 months after the finalization of the settlement agreement; (2) significantly reducing the size of the mulch piles at the facility in the interim, per an expert's opinion that such a reduction would abate the production and emission of noxious odors; and (3) providing funding to pay an independent engineer of the City's choice to monitor Reliable's adherence to the settlement's terms;

WHEREAS, the state of the law regarding the classification of noxious odors as nuisances is unsettled, meaning pursuing this case to trial would carry significant risk;

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

1. It is in the best interest of the City of Jersey City to accept the settlement terms proposed by Reliable Recycling; and
2. The City Council hereby authorizes the Corporation Counsel to enter into an agreement as a full and final settlement of the aforementioned litigation whereby Reliable will:
 - (1) shut down all wood and mulch operations at 1 Caven Point Avenue no later than 18 months after the finalization of the agreement;
 - (2) significantly reduce the size of the mulch piles at its 1 Caven Point Avenue facility; and
 - (3) provide funding to pay an independent engineer of the City's choice to monitor

TITLE:

Reliable's adherence to the settlement's terms.

- 3. The City Council hereby authorizes the Corporation Counsel to execute all relevant documents.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation-Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

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

March 6, 2013

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

Re: Reliable Paper Recycling, Inc./The Acceptance of a Settlement Agreement

Dear Council President and Members of the Municipal Council:

After several months of negotiation, the City of Jersey City has reached a tentative, highly favorable settlement in its lawsuit against Reliable Paper Recycling, Inc. ("Reliable") – operators of the recycling plant the City held responsible for emitting noxious odors into a nearby Ward F neighborhood. I write to ask you for authorization to enter into this agreement.

The agreement calls for Reliable Wood Products, LLC ("Reliable Recycling") to **shut down all mulch production and sales** – the cause of the odors – in a year-and-a-half. In the meantime, the company will significantly reduce the amount of mulch it makes, stores and sells at its facility at 1 Caven Point Avenue – minimizing mulch odors, and virtually eliminating the possibility the smells will invade the residential neighborhood immediately to the west. Finally, the company will fund monthly inspections of its plant by a city-approved, independent expert, who will monitor Reliable Recycling's compliance with the settlement, and report any noxious odors he observes to enforcement authorities.

Responding to complaints from residents, the City sued Reliable Recycling in December 2010, claiming the company's Caven Point Avenue plant had become a public nuisance. Over the course of several springs and summers, residents stated the facility spewed nauseating, chemical odors into their neighborhood's air – and, even through closed windows into their homes. Residents said the odors caused them to worry about their health, and made living in their neighborhood almost impossible.

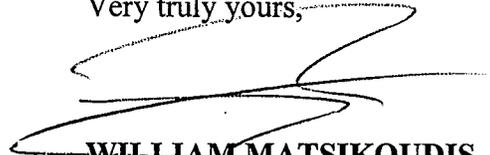
While the City believes strongly in the justness of its case, pursuing this litigation to trial carries significant risk – especially in light of the favorable settlement terms on the table. For instance, whether New Jersey Law would classify the odor emitted at the Reliable facility as a "public nuisance" is an unsettled question. Further, while nearby residents have registered hundreds of complaints about the Reliable facility, Hudson Regional Health officers have issued Reliable only a handful of citations for odor violations – a discrepancy largely due to Hudson Regional's inability to immediately investigate odor complaints, but still a significant hurdle for the City.

City of Jersey City
Office of the Corporation Counsel

Moreover, though the lawsuit achieved its aim of clearing the neighborhood's air, the settlement is truly a win-win. At the same time it abates the alleged nuisance, it keeps Reliable Recycling – an employer of roughly 100 Jersey City workers and a dependable taxpayer – in business: Once it phases out mulch production, the company may begin recycling less-intrusive materials at its Caven Point Road facility; it already recycles paper there.

All this considered, it is in the best interests of Jersey City to approve the settlement we have reached with Reliable. I look forward to your questions and comments, and to your authorization to finalize this agreement.

Very truly yours,



WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL

WM/igp

c: John Kelly, Business Administrator
Robert Byrne, City Clerk

SETTLEMENT AGREEMENT

This Confidential Settlement Agreement and Release ("Agreement") is made by and between the Plaintiff, City of Jersey City ("Plaintiff" or "City") and defendant Reliable Paper Recycling, Inc. ("Defendant" or "Reliable") and shall be deemed entered into as of the date of the signature of the last Party or Party Representative to sign this Agreement.

WITNESSETH

WHEREAS, Reliable is the holder of a "Recycling Center General Approval for Class B Recyclable Materials For Stumps, Tree Limbs, Tree Parts, Tree Trunks, Brush, Pallets, Clean Wood Waste, Whole Trees, Wood Chips And Leaves" (the "General Approval") issued by the State of New Jersey Department of Environmental Protection for lots 1.G4 & 1.A; Block 1491 (the "site" or "facility") (Facility ID No.: 134654, Permit No. CBG08003) which General Approval, along with the referenced application documents therein specified, constitute the approval of operations for Class B Recyclable Material including receiving and storing Class B unprocessed materials, processing such materials, and storing and selling finished product made from processing such materials; and

WHEREAS, Plaintiff brought an action against Reliable in the Superior Court of New Jersey, Law Division, Hudson County entitled City of Jersey City v. Reliable Paper Recycling, Inc., Docket No.: L-6863-10 (the "Action"); and

WHEREAS, Plaintiff asserted in such action that Reliable had operated and maintained a recycling facility on the site in such a way as to emit in obnoxious, nauseating and/or noxious odors permeating residential neighborhoods proximate to the

site and interfering with the rights common to the general public and thereby constituting a public nuisance; and

WHEREAS, Reliable denied and continues to deny the allegations of the complaint; and

WHEREAS, the City and Reliable (the "Parties") have mutually agreed to resolve the claims that form the basis for the action and to memorialize their settlement herein,

NOW THEREFORE, in consideration of the mutual promises, agreements and covenants contained herein, the parties hereby agree as follows:

1. On the last day of the 18th full month following the Parties' entry into this Agreement, Reliable (a) shall cease its receipt of and shall no longer accept for processing stumps, tree limbs, tree parts, tree trunks, brush, pallets, clean wood, whole trees, wood chips and leaves at the facility as permitted under the General Approval, (b) shall no longer process, stumps, tree limbs, tree parts, tree trunks, brush, pallets, clean wood, whole trees, wood chips and leaves at the facility and (c) shall no longer use the site for storage and marketing of mulch.

2. From and after the Parties' entry into this Agreement, Reliable shall voluntarily limit the amount of the permitted capacity at the facility so that the total amount of processed Class B recyclable material stored shall not exceed 15,653 cubic yards at any one time and the total amount of unprocessed materials stored on-site shall not exceed 19,752 cubic yards at any one time.

3. Except as reflected in paragraph 2 above, all other terms and conditions of the General Approval shall remain in effect and remain unaffected by this Agreement.

4. Nothing in this Agreement shall be deemed to require Reliable to surrender its General Approval to operate a Class B Recycling Center/Operation at the site or to preclude, prevent or otherwise limit Reliable's future application to the NJDEP for authority to accept for processing and storage other Class B recyclable material or to otherwise restrict or limit Reliable's use of the site or faculty for any lawful or permitted activity now or in the future, except as provided for in this Agreement.

5. The Parties agree to the City's retention of DeFeo Associates ("DeFeo"), under terms and conditions as outlined in the retention agreement between DeFeo and the City attached hereto as Exhibit "A", as the Environmental Compliance Monitor ("Monitor") for the purposes of monitoring Reliable's compliance with the terms of this Settlement Agreement and its compliance with the General Approval. As part of his monitoring activity, the Monitor shall use his best efforts to ascertain the existence of any odors that originate from the wood product materials located on the site and shall investigate whether any such odors have migrated off the site. The odor must be confirmed by the Monitor and be of such a nature, character, severity, frequency and duration as to unreasonably interfere with the enjoyment of life or property. If such an odor is detected, it shall be reported to Reliable and to the Hudson Regional Health Commission ("HRHC"). Reliable shall post a cash escrow of \$12,000.00 (the "Operating Escrow") with the City to fund the City's monthly payment for the monthly services of DeFeo Associates which shall not exceed \$1,000.00 per month and which shall continue until such time as Reliable shall cease the recycling activities in accordance with Paragraph 1 above. The City may deduct on a monthly basis from the Operating Escrow, the funds needed to pay DeFeo Associates for its services as Environmental

Compliance Monitor. At such time as the Operating Escrow shall reach the sum of \$3,000.00, Reliable shall replenish same within fifteen (15) days of the City's written notice, so that the Operating Escrow will be no less than \$12,0000 upon such replenishment. Upon cessation by Reliable of the recycling activities described in Paragraph 1 ("cessation") above, the City shall return, within fifteen (15) days of its receipt from Reliable of notice of its cessation, any funds remaining in the Operating Escrow less any sum due DeFeo for his monthly services for that particular month of cessation.

6. The Parties agree that should either party breach any provision of this Agreement, the non-breaching party shall be entitled to file a suit in any court of competent jurisdiction to seek any equitable remedies in addition to other damages that might be incurred by reason of such breach.

7. If any provision of this Agreement or the application thereof is held invalid the invalidity shall not affect other provisions or applications and to this end, the provisions of this Agreement are declared to be severable.

8. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

9. This Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assignees of the Parties to it. Each Party to this Agreement shall be entitled to enforce this Agreement and each of its terms. In the event of any breach of this Agreement, an aggrieved Party may move to enforce the terms hereof and shall be awarded legal fees if it is the prevailing party in such action.

10. This Agreement represents the entire agreement and understanding between the Parties, constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements and understandings, both written and oral, concerning the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be changed or modified, except by a writing signed by the Parties hereto.

11. This Agreement will be governed by and construed under the laws of the State of New Jersey and shall not be construed for or against any party based on attribution of drafting to any party.

12. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

13. Each Party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement, and signs this Agreement of its own free will. No Party to the Agreement has relied upon any representations or statements made by any other Party hereto which are not specifically set forth in this Agreement. The Parties each understand how this Agreement will affect their legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

14. All notices that are required to be given in connection with this Agreement, including, but not limited to, the notice required by Paragraph 5 above shall be given by certified mail, regular mail and telefax to the respective parties as follows:

To Reliable:

Eugene J. Ciarkowski, Executive Vice
President – Operations
Reliable Wood Products, Inc.
1 Caven Point Road
Jersey City, New Jersey 07305
Phone: 201/333-5244 ext 139
Fax: 201/333-6712

With copy by regular mail and telefax to:

James F. Dronzek, Esq.
c/o Schumann Hanlon, LLC
30 Montgomery Street, 15th Floor
Jersey City, New Jersey 07302
Phone: 201/434-2000
Fax: 201/938-1503

To City of Jersey City:

Corporation Counsel
Law Department, City of Jersey City
City Hall - 280 Grove Street
Jersey City, New Jersey 07302
Phone: 201/547-5229
Fax: 201/547-5230

With copy by regular mail and telefax to:

City Clerk, City of Jersey City
City Hall - 280 Grove Street
Jersey City, New Jersey 07302
Phone: 201/547-5150
Fax: 201/547-5461

15. This Agreement is executed voluntarily and without any duress, coercion, or undue influence on the part of or on behalf of the Parties hereto, with the full intent of release all claims asserted in the Action. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- (c) They understand the terms and consequences of this Agreement and of the releases it contains;
- (d) They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

CITY OF JERSEY CITY

WITNESS

By: _____

Date:

RELIABLE PAPER RECYCLING, INC.

WITNESS

By: _____

Date:

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

City Clerk File No. Res. 13-201

Agenda No. 10.Z.24

Approved: MAR 13 2013

TITLE:



RESOLUTION URGING THE STATE OF NEW JERSEY TO RECONSIDER ITS APPROVAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS TO INSURE APPROPRIATE TREATMENT OF BUILDINGS ON THE DENSELY POPULATED, OFTEN HISTORIC, URBAN WATERFRONTS

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS the State of New Jersey recently adopted flood maps newly released by the Federal Emergency Management Agency; and

WHEREAS, these flood maps require property owners to elevate the foundations of their buildings, pay exorbitant flood insurance premiums, or risk financial ruin in the event of a flood; and

WHEREAS, urban waterfronts depend on vibrant street level commerce and street level lower cost housing, often in historic buildings, for their economic growth and survival; and

WHEREAS, the planning models appropriate for rural or beach communities upon which these maps apparently rely, will undermine if not destroy the economy and aesthetics of densely populated, older urban waterfront areas; and

WHEREAS, the Municipal Council of the City of Jersey City joins Assemblyman Ruben Ramos Jr in his quest for modifications to the flood map approval that will contain solutions to preserve, not destroy, our unique urban waterfronts.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that it urges the State Legislature to reconsider its approval of Federal Emergency Management Agency flood maps to insure appropriate treatment for buildings on the densely populated, often historic, urban waterfronts.

JM/he

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0
3.13.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY		ABSENT		FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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