

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

City Clerk File No. Res. 13-355

Agenda No. 10.A

Approved: MAY 29 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 **\$324,945,727**.

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
20-122 MUNICIPAL ELECTION	400,000	500,000
36-472 CONTRIB PUB EMPL RETIRE S	2,473,300	2,483,300
PEER GROUPING GRANT	0	40,000
<b>TOTAL INCREASE:</b>		<b>150,000</b>

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2012 Municipal Budget.

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 (Signature) (Signature)  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

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

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

City Clerk File No. Res. 13-356

Agenda No. 10.B

Approved: MAY 29 2013

TITLE:



**RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-51, N.J.S.A. 40A:3-4, N.J.S.A. 40A:3-11, N.J.S.A. 18A:24-89 AND N.J.S.A. 18A:24-97**

**WHEREAS**, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") desires to make application to the Local Finance Board for (i) its review and consent to the adoption by the City of a refunding bond ordinance (the "General Improvement Ordinance") providing for the issuance of one or more series of general obligation refunding bonds of the City (the "General Improvement Refunding Bonds") in order to refund various series of bonds of the City; (ii) its review and consent to the adoption by the City of a refunding bond ordinance (the "Water Improvement Ordinance") providing for the issuance of one or more series of general obligation refunding bonds of the City (the "Water Improvement Refunding Bonds" and together with the General Improvement Refunding Bonds, the "Refunding Bonds") in order to refund various series of bonds of the City; (iii) its approval of such series of Refunding Bonds to be issued in the form of "qualified bonds" under the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 *et seq.* (the "MQBA"); (iv) its review and consent to the adoption by the City of a refunding ordinance (the "School Ordinance") providing for the issuance of one or more series of school refunding bonds of the City (the "School Refunding Bonds") in order to refund various series of school bonds of the City; and (v) its approval of such School Refunding Bonds to be issued in the form of "qualified school bonds" under the School Qualified Bond Act, N.J.S.A. 18A:24-85 *et seq.* (the "SQBA") and also entitled to the benefits of the New Jersey School Bond Reserve Act; and

**WHEREAS**, the City believes that:

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

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

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

TITLE:

Section 2. The Clerk is hereby directed to prepare and file a copy of this Resolution, the General Improvement Ordinance, the Water Improvement Ordinance and the School 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 certified copies of each of the Ordinance and the School Ordinance.

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

APPROVED: [Signature]

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

[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. 13-357

Agenda No. 10.C

Approved: MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68-68A, AFL-CIC**

**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 International Union of Operating Engineers Local 68-68A, AFL-CIC; 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, 2012 through December 31, 2015; 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 International Union of Operating Engineers Local 68-68A, AFL-CIC, 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  
5/14/13

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
Business Administrator

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

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

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

**INTER**

---

---

---

---

---

# MEMO

## Department of Administration Division of Management & Budget

---

**OFFICE**

**Date:** May 14, 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:** International Union of Operating Engineers Local 68-68A-68B, AFL-CIO  
"Memorandum of Understanding" (January 1, 2012 – December 31, 2015)

---

Attached is a MOU with the International Union of Operating Engineers Local 68-68A-68B, AFL-CIO for a new four (4) year contract beginning January 1, 2012 and ending December 31, 2015. The following is a summary of the economic and related items included in this package:

**1. Contractual Changes for employees hired after July 1, 2013:**

- No longevity pay

**2. Contractual Changes for employees hired prior to July 1, 2003:**

- Effective 1/1/14, increased longevity pay steps:
  - o After 5 yrs – from \$200 to \$250
  - o After 10 yrs – from \$400 to \$500
  - o After 15 yrs – from \$600 to \$750
  - o After 20 yrs – from \$800 to \$1,000
  - o After 25 yrs – from \$1,000 to \$1,250
  - o After 30 yrs – from \$1,200 to \$1,500

**3. Increase in Prescription Co-Pays/Optical Change:**

- Effective 6/1/13 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)
- 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.
- Increased optical benefit from \$100 to \$125 per eligible member

**4. Human Growth Hormone (HGH):**

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

**5. Salary Increases:**

July 1, 2012 – December 31, 2012	\$0
January 1, 2013 – March 31, 2013	\$0
April 1, 2013 - December 31, 2013	\$1,350
January 1, 2014 - December 31, 2014	\$1,400
January 1, 2015 - December 31, 2015	\$1,500

Also, during “offseason” months, members of Local 68 will be required to perform basic maintenance of boiler rooms and related work areas deemed necessary by the City. This will include, but not limited to, the cleaning and painting of such areas as needed.

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 UNDERSTANDING  
BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL  
68-68A-68B, AFL-CIO  
AND  
THE CITY OF JERSEY CITY

Contract Term: January 1, 2012 – December 31, 2015

**Article IV: Funeral Leave**

- B. Add "Grandparent In-Law"

**Article XI: Management Rights**

- E. During the "off-season" months, the City shall have the right to instruct members of the union to clean and maintain all boiler equipment in any City facility. They can also be instructed to clean and maintain the rooms and work areas housing boiler and related equipment. This will include, but not limited to, painting of such rooms.

**Article XVII: Insurance, Health and Welfare**

- E.
1. Prescription Co-Pay from \$2 generic/\$20 brand to:  
\$2 generic/\$22 brand - June 1, 2013  
\$2 generic /\$23 brand - January 1, 2014  
  
2x mail order (90 day supply is 2 times the amount of a 30 day supply)  
Using the above prescription amounts for example:  
  
90 day supply in 2013=\$4/\$44; and in 2014 \$4/\$46  
(\$4.00 replaces former cost of \$4.50)  
  
Mail Order Prescriptions that cost over \$1000 for 90 days:  
\$1000-\$1999 co-pay \$50.00  
\$2000-\$2999 co-pay \$100.00  
Over \$3000 co-pay \$150.00
  2. HGH to enhance normal functions or "fountain of youth" purposes, such as anti-aging, the improvement of athletic performance, or memory enhancement are excluded from coverage, unless medically necessary.

- F. Optical reimbursement to increase to \$125.00 effective 1/1/13
- I. Employees who retire on or after 7/1/13 shall have an annual maximum out-of-pocket cap of \$1,355 (current SHBP max) per person for prescription drug co-payments. The maximum will automatically increase as the SHBP increases

**Article XVIII: Salaries**

The following increases to base salary apply to both “Chief Stationary Engineer” and “Stationary Fireman/Engineer”

*Effective July 1, 2012 – December 31, 2012 - \$0.00*

*Effective January 1, 2013 – March 31, 2013 - \$0.00*

*Effective April 1, 2013 - December 31, 2013 - \$1350.00*

*Effective January 1, 2014 - December 31, 2014 - \$1400.00*

*Effective January 1, 2015 - December 31, 2015 - \$1500.00*

**Article XXI: General Provisions**

D. AMEND - Part Time employees must work 25 hours weekly (not 20) for hospitalization and other medical benefits in accordance with NJ State law.

**Article XXIII: Longevity**

Effective 1/1/14, the following longevity amount shall be added to base salary:

After five (5) years of service	\$250
After ten (10) years of service	\$500
After fifteen (15) years of service	\$750
After twenty (20) years of service	\$1,000
After twenty-five (25) years of service	\$1,250
After thirty (30) years of service	\$1,500

Add “C” – Employees hired on or after 7/1/13 shall no longer receive longevity.

**Article XXVIII: Retirement and Terminal-Leave**

ADD Paragraph F. “Employee has the option to receive a lump sum payment or up to three installment payments.”

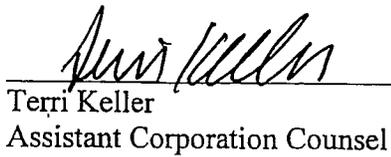
Dated May 10, 2013

City of Jersey City:



---

Robert J. Kakoleski  
Asst Business Administrator



---

Terri Keller  
Assistant Corporation Counsel

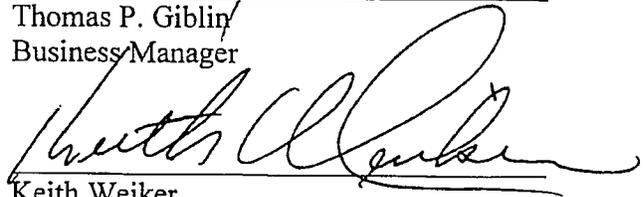
---

International Union of Operating Engineers  
Local 68-68A-68B, AFL-CIO



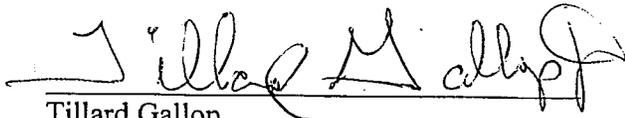
---

Thomas P. Giblin  
Business Manager



---

Keith Weiker  
Asst. Business Representative



---

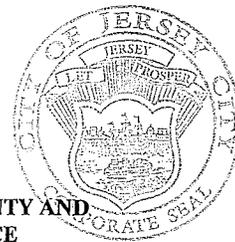
Tillard Gallop  
Shop Steward, Local 68

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

City Clerk File No. Res. 13-358

Agenda No. 10.D

Approved: MAY 29 2013



**TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH MORRIS COUNTY AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

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

**WHEREAS**, the Jersey City Fire Department is in need of basic training for the new class of probationary fire fighters,

**WHEREAS**, the Morris County Public Safety Academy has the facilities to satisfy this training need; and

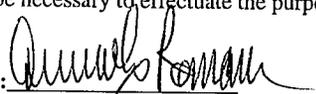
**WHEREAS**, Morris County requires indemnification and letter of insurance from the City, and Morris County requires the applicant to produce and continue in force for the term identified on the permit comprehensive general liability insurance with limits of \$1,000,000 combined single limit. The policy must include Morris County as an additional insured; and

**WHEREAS**, the City of Jersey City will use the Morris County Public Safety Academy beginning June 3, 2013 through August 12, 2013; and

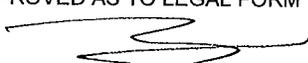
**WHEREAS**, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in these programs for damage to the facilities, so

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying Morris County for the use of their facilities by the Department of Fire and Emergency Services for training exercise which will be an on-going process.
2. The Risk Manager is authorized to issue a Letter of Insurance to Morris County to cover these activities.
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

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

**APPROVED:**   
Business Administrator

**APPROVED AS TO LEGAL FORM**  
  
Corporation Counsel

Certification Required

Not Required

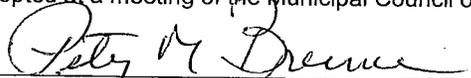
**APPROVED 9-0**

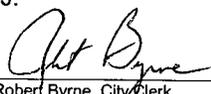
RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.29.13	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓				
DONNELLY	✓			FULOP	✓			RICHARDSON	✓				
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-359  
 Agenda No. 10.E  
 Approved: MAY 29 2013  
 TITLE:



## CANCELLATION OF JACKSON HILL SPECIAL IMPROVEMENT DISTRICT CHARGE ON BLOCK 18503 LOT 17, ALSO KNOWN AS 18 SIEDLER STREET

COUNCIL OFFERED, AND MOVED ADOPTION  
 OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Jersey City Tax Assessor has informed the Tax Collector's Office that Block 18503 Lot 17 is vacant land; and

**WHEREAS**, the Jersey City Tax Assessor would like to cancel the Special Improvement charges on Block 18503 Lot 17 in the amount \$495.16; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that Block 18503 Lot 17 also known as 18 Siedler Street, is hereby canceled in the amount of \$ 495.16.

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

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

[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. 13-360

Agenda No. 10.F

Approved: MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$461,230.34 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.**

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

**WHEREAS**, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated below; and

**WHEREAS**, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

**WHEREAS**, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

**WHEREAS**, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Tax Assessor and Corporation Counsel have recommended that the complaints be settled at the assessments specified below; and

**WHEREAS**, these settlements will reduce the assessments to reflect the actual fair assessable value of the properties consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

**These settlements will result in a refund and/or credit in the amount of \$461,230.34.**

MAM/  
5-16-13

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

02013081

Certification Required

Not Required

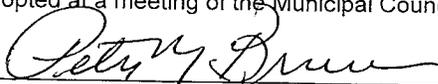
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

JERSEY CITY LAW DEPARTMENT  
MEMORANDUM

**DATE:** May 16, 2013  
**TO:** Peter Brennan, Council President, and Members of the City Council  
**FROM:** Eduardo Toloza, Tax Assessor  
**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreements

---

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached page. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2010-2013 tax years. The total tax dollar refund for these appeals is \$461,230.34.

The larger assessment reductions are to 15 Exchange Place Corp. for its older-style office building on the waterfront. The other reductions are to Topps Building, LLC, for its warehouse space on Newark Avenue below Tonnele Ave..

For each property, the assessment had not been appealed for some time; and the equalized value derived from the assessments could not be supported by income and expense analysis because of the level of the ratio. For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For the 2009 tax year, the City's ratio of assessed valuation to market value was 25.64%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2009 tax year was 21.79% to 29.49%. Therefore, a valid assessment for the 100,000-square- building would range between \$3,050,600 and \$4,128,600. For 2010, the ratio rose slightly to 26.75%, making the statutory range 22.74% to 30.76%. Consequently, assuming the same market value, a valid assessment for this same property for the 2010 tax year would range between \$3,183,600 and \$4,306,400. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

I recommend these settlements as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 13-361

Agenda No. 10.G

Approved: MAY 29 2013

TITLE:



## RESOLUTION HONORING CATHOLIC ACTION OF MARY ON THE OCCASION AND CELEBRATION OF THE 35TH ANNUAL JERSEY CITY SANTACRUZAN & FLORES DE MAYO FESTIVAL AND PROCESSION

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

**WHEREAS, Santacruzán**, one the most popular traditions in the Philippines, the *Queen of Filipino Festivals*, is held during the month of May. The religious festival honoring the Virgin Mary is a celebration of Flores de Mayo (Flowers of May); and

**WHEREAS, Santacruzán** commemorates the finding of the Holy Cross by Saint Helena and Constantine. Young ladies dress in lavish gowns of lace and beads and parade on the streets, together with their escorts. They walk elegantly beneath arches of flowers in a procession. Others hold candles and torches as they sing songs of praise and recite the holy rosary; and

**WHEREAS, Catholic Action of Mary** the Filipino lay organization in the Parish of the Resurrection, will host a presentation ball on Saturday, May 11, 2013 and on Sunday, May 26, 2013, the organization will celebrate it's 35<sup>th</sup> Santacruzán and Flores de Mayo procession and festival; and

**WHEREAS, Catholic Action of Mary** is the largest and longest running Santacruzán celebration here in the Northeast, USA. The celebration includes a mass, procession, street fair and entertainment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby join **Catholic Action of Mary** in celebrating the 35th Annual Jersey City Santacruzán & Flores de Mayo Festival and Procession. The organization has created a forum which highlights Filipino cultural pride while presenting role models for our children.

G:\WPDOCS\TOLONDA\RESOS\DAY\Catholic Action of Mary.wpd

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ CORPORATION COUNSEL \_\_\_\_\_  
 Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

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

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

City Clerk File No. Res. 13-362

Agenda No. 10.H

Approved: MAY 29 2013

TITLE:



## RESOLUTION HONORING CESAR SARMIENTO, PRESIDENT OF CATHOLIC ACTION OF MARY ON THE OCCASION AND CELEBRATION OF THE 35TH ANNUAL JERSEY CITY SANTACRUZAN & FLORES DE MAYO FESTIVAL AND PROCESSION

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

**WHEREAS, Santacruzán**, one the most popular traditions in the Philippines, the *Queen of Filipino Festivals*, is held during the month of May. The religious festival honoring the Virgin Mary is a celebration of Flores de Mayo (Flowers of May); and

**WHEREAS, Santacruzán** commemorates the finding of the Holy Cross by Saint Helena and Constantine. Young ladies dress in lavish gowns of lace and beads and parade on the streets, together with their escorts. They walk elegantly beneath arches of flowers in a procession. Others hold candles and torches as they sing songs of praise and recite the holy rosary; and

**WHEREAS, Catholic Action of Mary** the Filipino lay organization in the Parish of the Resurrection, will host a presentation ball on Saturday, May 11, 2013 and on Sunday, May 26, 2013, the organization will celebrate it's 35<sup>th</sup> Santacruzán and Flores de Mayo procession and festival; and

**WHEREAS, Catholic Action of Mary** is the largest and longest running Santacruzán celebration here in the Northeast, USA. The celebration includes a mass, procession, street fair and entertainment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby join **Catholic Action of Mary** in celebrating the 35th Annual Jersey City Santacruzán & Flores de Mayo Festival and Procession. The organization has created a forum which highlights Filipino cultural pride while presenting role models for our children.

**BE IT FURTHER RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor **Deacon Cesar Sarmiento, President of Catholic Action of Mary** on the occasion of the 35th Annual Jersey City Santacruzán & Flores de Mayo Festival and Procession. He has organized the Santacruzán & Flores de Mayo festivities since 1979. We wish him continued success.

G:\WPDOCS\TOLONDA\RESOS\DAY\Deacon Cesar Sarmiento, President of Catholic Action of Mary.wpd

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

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

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

City Clerk File No. Res. 13-363

Agenda No. 10.I

Approved: MAY 29 2013

TITLE:



## Resolution Honoring Gerald Alston MORRIS CANAL COMMUNITY DEVELOPMENT CORPORATION HONOREE

**WHEREAS**, Gerald Alston, the son of Rev. J.B. Alston and the nephew of gospel great Johnny Fields of the Five Blind Boys of Alabama, was born in Henderson, North Carolina. He learned his trade in church. As a teen, he formed Gerald Alston & the New Imperials, a group that performed both secular and religious music. When performing in churches, the group called themselves The Gospel Jubilee; and

**WHEREAS**, Gerald Alston became the lead singer of The Manhattans in 1970. The group enjoyed great success in the 70s and 80s with songs such as: *There's No Me Without You*, *Wish that You Were Mine*, *Hurt*, *We Never Danced to a Love Song*, *Don't Take Your Love from Me*, *I Kinda Miss You* and *It Feels So Good to be Loved So Bad*. Their 1976 single *Kiss and Say Goodbye* was both a number one R&B and Pop hit. The Manhattans won a Grammy in 1980 for the big hit *Shining Star*; and

**WHEREAS**, Gerald Alston left The Manhattans to pursue a solo career. He sang a duet with vocalist Regina Belle in 1986, *Where Did We Go Wrong*. His debut album with Motown Records was entitled *Gerald Alston* followed by *Open Invitation* in 1990. His third album in 1992, *Always in the Mood* was a blend of classic R&B songs with 90s music and nuances. In 1993, Gerald signed with Scotti Brothers/Street Life Records and recorded his debut album entitled *First Class Only*. In the same year, Gerald reunited with Blue Lovett and The Manhattans for a 30th year reunion performance. For the past thirteen years The Manhattans featuring Gerald Alston and Blue Lovett have performed around the world. Gerald also released *Sings Sam Cooke*, a tribute to Sam Cooke in 2008; and

**WHEREAS**, on Wednesday, May 8, 2013, the Morris Canal Community Development Corporation (CDC) will host its annual fundraiser, at which time Gerald Alston will be honored for his accomplishments. The theme for the event is "Uncommon Men: Hearts and Minds." Morris Canal CDC is a tax exempt, non-profit organization with. Their objectives are to stimulate and participate in community development while encouraging the rebuilding and revitalizing the retail corridors in the Morris Canal/Lafayette Area in Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Gerald Alston, Morris Canal Community Development Corporation honoree. He is a role model and an inspiration to all. We extend our best wishes and makes public the appreciation and esteem he so richly deserves.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Gerald Alston.docx

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.29.13											
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.

*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. 13-364

Agenda No. 10.J

Approved: MAY 29 2013

TITLE:



## Resolution Honoring Franklin Walker

MORRIS CANAL COMMUNITY DEVELOPMENT CORPORATION HONOREE

**WHEREAS**, Franklin Walker is a dedicated educator and successful administrator of the Jersey City Public School System. Mr. Walker has been a leader in public education for the past 39 years. He is a former Jersey City principal of the Whitney M. Young, Jr. School - PS 15 and Lincoln High School; and

**WHEREAS**, Franklin Walker is well known in the community. His engaging personality and long term commitment to the children of our city was recognized and in 2011, he was appointed to serve as the Interim Superintendent of Jersey City Public Schools; and

**WHEREAS**, Franklin Walker currently serves as the Associate Superintendent of the Jersey City Public Schools; and

**WHEREAS**, Franklin Walker is the loving father of Franklin Duval, Frampton LeMar, Frances Jean, GiAna Evelyn and GiNelle Gloria. He is the proud G-Pop of Danae Rhea, Spencer DuVal, Franklin Isaiah and Joshua Frankin.

**WHEREAS**, on Wednesday, May 8, 2013, the Morris Canal Community Development Corporation (CDC) will host its annual fundraiser, at which time Franklin Walker will be honored for his accomplishments. The theme for the event is "Uncommon Men: Hearts and Minds." Morris Canal CDC is a tax exempt, non-profit organization. Their objectives are to stimulate and participate in community development while encouraging the rebuilding and revitalizing the retail corridors in the Morris Canal/Lafayette Area in Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Franklin Walker, Morris Canal Community Development Corporation honoree. He is a role model and an inspiration to all. We extend our best wishes and makes public the appreciation and esteem he so richly deserves.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Franklin Walker.docx

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

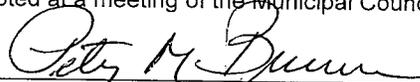
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res- 13-365  
 Agenda No. 10.K  
 Approved: MAY 29 2013  
 TITLE:



## Resolution Honoring the Life and Deeds of Ralph "Lucky" Pasqua

**WHEREAS**, Ralph "Lucky" Pasqua was born in Jersey City, New Jersey. Lucky valiantly served his country with the 45th Infantry Division in the Korean War and fought at "Heartbreak Ridge;" and

**WHEREAS**, Ralph "Lucky" Pasqua was a successful entrepreneur, owning Lasser Fuel & Oil Co. in Jersey City and Lucky's Hardware in Bayonne before retiring; and

**WHEREAS**, Ralph "Lucky" Pasqua was a past Commander and Chief of The Korean War Veterans of Hudson County. He also served as past multiple President of The Jersey City Kiwanis Club and served on the Board of Trustees of the Jersey City Boys & Girls Club; and

**WHEREAS**, Ralph "Lucky" Pasqua coordinated and participated in countless Memorial Day events. For the past ten years, the Korean War veteran collaborated with Cornelia F. Bradford P.S. #16 and held a Memorial Day observances at the Hudson County Korean War Memorial in Jersey City; and

**WHEREAS**, this year, the annual Memorial Day event will be held to honor United States fallen heroes, but the community must gather without Ralph "Lucky" Pasqua who passed away peacefully at his residence on Wednesday, April 24, 2013 at the age of 82. He will be greatly missed; and

**WHEREAS**, on Friday, Cornelia F. Bradford P.S. #16 will host a Memorial Day observance dedicated to the memory of Commander Ralph "Lucky" Pasqua; and

**WHEREAS**, Ralph "Lucky" Pasqua was the devoted husband to the late Margaret (nee: Nardi) and the loving father to Ralph Jr., the late Jeffrey and Debra Pasqua Rossi and her husband Laurence. He was the cherished grandfather of Dana and Jeff Topps and Daniel and James Pasqua as well as the great grandfather of Lucas Finkel.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it fitting and proper to honor the life and deeds of Ralph "Lucky" Pasqua. He proudly served his family, country and community with absolute honor and distinction.

G:\WPDOCS\YOLONDA\RESOS\HOLIDAYS\Memorial Day - Ralph Lucky Pasqua.wpd

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

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

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

City Clerk File No. Res. 13-366  
 Agenda No. 10.L  
 Approved: MAY 29 2013  
 TITLE:



## Resolution Honoring Thelma Louise Webb Davis, A LAFAYETTE LEGEND

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

**WHEREAS**, Communipaw Avenue Block Association (CABA), is dedicated to restoring the Lafayette area of Jersey City. CABA has diligently worked to maintain and develop Reverend Dr. Ercel F. Webb Park and the Glenn D. Cunningham History Trail; and

**WHEREAS**, on Saturday, June 8, 2013, CABA will host an induction ceremony at which time, Thelma Louise Webb Davis will be honored as a Lafayette Legend. A plaque will be placed on the Cunningham and Webb History Trail in his honor; and

**WHEREAS**, Thelma Louise Webb Davis was born on December 8, 1932 in Jersey City, New Jersey. She was the fourth child born to the late Lemar and Mary Webb. Thelma, affectionately known by all as "Tuna" grew up in the Lafayette section of Jersey City and attended P.S. # 22. She furthered her education at Ferris High School; and

**WHEREAS**, Thelma L. Davis was mother of six. Her house was a family gathering place. She was a great cook and her kitchen was always full with family and friends. Any time of the day and any day of the year, a wholesome meal could be found at Tuna's; and

**WHEREAS**, Thelma L. Davis loved the community dearly and said she would never leave. She always told her children to make a neighborhood, don't run away from it. Thelma enjoyed sitting on her porch greeting her neighbors. Although she hardly left the porch in latter years, she was well known because she kept watch of Van Horne Street. Her friends and family called her the Mayor of the block and referred to all who stopped by as her constituents. Neighbors, new and old, grew to know and love "Mrs. Davis" because of her inviting and infectious smile; and

**WHEREAS**, Thelma L. Davis was a long-time employee of Gimbel's Manufacturing. She loved to spend quiet evenings with husband Bill listening to jazz and swing music while sipping hot tea and enjoying her fresh baked cake. Being a grandmother and great-grandmother was also a role in life that she enjoyed enormously; and

**WHEREAS**, Thelma Louise Webb Davis entered eternal rest on July 29, 2010. She was admired, respected and loved throughout the community.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council does hereby honor Thelma Louise Webb Davis, a Lafayette Legend. We appreciate the efforts of CABA and encourage all residents to visit the Cunningham and Webb History Trail.

G:\WPDOCS\ITOLONDAIRESOSHONORING\Thelma Louise Webb Davis - Lafayette Legend.wpd

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

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

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
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.

[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. 13-367

Agenda No. 10.M

Approved: MAY 29 2013

TITLE:



## Resolution Honoring Bishop C.W. Johnson, A LAFAYETTE LEGEND

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

**WHEREAS**, Communipaw Avenue Block Association (CABA), is dedicated to restoring the Lafayette area of Jersey City. CABA has diligently worked to maintain and develop Reverend Dr. Ercel F. Webb Park and the Glenn D. Cunningham History Trail; and

**WHEREAS**, on Saturday, May 25, 2013, CABA will host an induction ceremony at which time, Bishop C.W. Johnson will be honored as a Lafayette Legend. A plaque will be placed on the Cunningham and Webb History Trail in his honor; and

**WHEREAS**, Bishop Cainan Wadsworth Johnson was born in Quincy, Florida on December 16, 1888. He was the youngest child born to Neal and Hannah Johnson; and

**WHEREAS**, Bishop Johnson received a Ph.D degree from Trinity Hall College in 1956. He also attended Temple University in Philadelphia and studied at the Baptist Educational Center in New York; and

**WHEREAS**, Bishop C.W. Johnson joined the Church of God in Christ in the 1920's and became a national evangelist for the order. In 1929 he was appointed Pastor of the First Church of God in Christ located at Harrison Avenue in Jersey City; and

**WHEREAS**, Bishop C.W. Johnson served as Pastor of Church of God In Christ Temple located at 405 Communipaw Avenue in Jersey City for 26 years. His total years of pastorate in Jersey City was 38 years. As Presiding Elder of the Northern District in Hudson County four Churches of God in Christ grew to eighteen under his leadership; and

**WHEREAS**, Bishop C.W. Johnson married Agnes L. Davidson on July 7, 1912 and six children were born to this union. He was the proud father of Randolph, Rudolph, Reginald, Ruth, Runette and Rachel; and

**WHEREAS**, Bishop C.W. Johnson entered into eternal life on March 7, 1967.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council does hereby honor Bishop Cainan Wadsworth Johnson, a Lafayette Legend. We appreciate the efforts of CABA and encourage all residents to visit the Cunningham and Webb History Trail.

G:\WPDOCS\ITOLONDA\RESOSI\HONORING\Bishop C.W. Johnson - Lafayette Legend.wpd

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

APPROVED AS TO LEGAL FORM

APPROVED: Gregory P. Brennan  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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. 13-368

Agenda No. 10.N

Approved: MAY 29 2013

TITLE:



**RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON APRIL 18, 2013 FOR SUPPLY AND DELIVERY OF VARIOUS TREES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARKS MAINTENANCE**

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for various trees for the City of Jersey City (City); and

**WHEREAS**, the City accepted bids on April 18, 2013 from three bidders Barbato Nursery, Andy Matt and Diaz Nursery; and

**WHEREAS**, Diaz Nursery did not submit a bid bond and was automatically rejected; and

**WHEREAS**, Barbato Nursery submitted a bid in the amount of \$116,600.00 and Andy Matt submitted a bid in the amount of \$127,000.00; and

**WHEREAS**, the City desires to revise the specifications to require a 3 to 4 ½ inch caliber size instead of a 2 ½ to 3 inch caliber size in order to lessen the risk of damage and vandalism to the trees and to increase the tree quantities for each tree from 0-40 to 0-50 in order to meet the spring and fall requests of citizens for trees to be planted in front of homes and to replace trees damaged by Hurricane Sandy; and

**WHEREAS**, the City's Public Works Director recommends that all bids received on April 18, 2013 be rejected, the bid specifications be revised, and the contract be rebid; and

**WHEREAS**, the City desires to reject all bids received on April 18, 2013; and

**WHEREAS**, N.J.S.A. 40A:11-13.2(d) authorizes the rejection of all bids when the contracting unit desires to substantially revise the bid specifications.

**NOW, THEREFORE IT BE RESOLVED**, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all bids received on April 18, 2013 for supply and delivery of various trees are rejected, and the Purchasing Agent is authorized to revise the bid specifications and rebid the contract.

APPROVED: *Rodney W. Hadley* 5/17/13 APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: *[Signature]* Corporation Counsel  
Business Administrator

RWH/sb  
May 15, 2013

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

*Robert Byrne*  
Robert Byrne, City Clerk

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

May 20, 2013

President and Members of the Municipal Council  
City Hall – 280 Grove Street  
Jersey City, NJ 07302

**RE: Rejection resolution (Supply and Delivery of Trees)**

Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. The City publicly advertised for bids for the supply and delivery of various trees. The City accepted bids on April 18, 2013. Diaz Nursery did not submit a bid bond and was automatically rejected.

Barbato Nursery submitted a bid of \$116,600.00 and Andy Matt in the amount of \$127,000.00. The City desires to revise the specifications to require a 3 to 4 ½ inch caliber size instead of a 2 ½ to 3 inch caliber size in order to lessen the risk of damage and vandalism to the trees and to increase the tree quantities for each tree from 0-40 to 0-50 in order to meet the spring and fall requests of citizens for trees to be planted in front of homes and to replace trees damaged by Hurricane Sandy. The City's Public Works Director recommends that all bids received on April 18, 2013 be rejected and the contract be rebid.

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 W. Hadley", is written over a horizontal dashed line.

Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

## Silendra Baijnauth

---

**From:** Raymond Reddington  
**Sent:** Friday, May 17, 2013 9:36 AM  
**To:** Silendra Baijnauth  
**Subject:** RE: Rejection Reso- various trees

Looks okay.

---

**From:** Silendra Baijnauth  
**Sent:** Friday, May 17, 2013 8:57 AM  
**To:** Raymond Reddington  
**Subject:** RE: Rejection Reso- various trees

Good Morning Sir,  
Please see attached.

Thanks

---

**From:** Raymond Reddington  
**Sent:** Thursday, May 16, 2013 4:37 PM  
**To:** Silendra Baijnauth  
**Cc:** Rodney Hadley; Peter Folgado  
**Subject:** RE: Rejection Reso- various trees

Please see attached copy of draft no. 3 of resolution for changes.

---

**From:** Silendra Baijnauth  
**Sent:** Thursday, May 16, 2013 3:56 PM  
**To:** Raymond Reddington  
**Cc:** Rodney Hadley; Peter Folgado  
**Subject:** RE: Rejection Reso- various trees

Please see attached for revised resolution.

Thanks

---

**From:** Raymond Reddington  
**Sent:** Thursday, May 16, 2013 12:28 PM  
**To:** Silendra Baijnauth  
**Cc:** Rodney Hadley; Peter Folgado  
**Subject:** RE: Rejection Reso- various trees

Please see attached copy of draft no. 2 of resolution for changes.

---

**From:** Silendra Baijnauth  
**Sent:** Thursday, May 16, 2013 11:37 AM  
**To:** Raymond Reddington  
**Cc:** Rodney Hadley; Peter Folgado  
**Subject:** RE: Rejection Reso- various trees

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

City Clerk File No. Res. 13-369

Agenda No. 10.0

Approved: MAY 29 2013

TITLE:



## RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT TO PURCHASE OR LICENSE PROPRIETARY COMPUTER SOFTWARE FOR E-TICKETING

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

**WHEREAS**, the Jersey City Police Department (JCPD) desires to license a turnkey e-ticketing application; and

**WHEREAS**, an e-ticketing application will result in more efficient ticket issuance due to integration with the JCPD's INFOCOP software application; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(a) authorizes the City to use competitive contracting to award a contract for the purchase or licensing of proprietary computer software for contracting unit purposes; and

**WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract to purchase or license proprietary computer software for the JCPD.

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

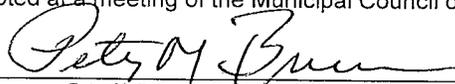
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.



Peter M. Brennan, President of Council



Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-370

Agenda No. 10.P

Approved: MAY 29 2013

TITLE:



## RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY LAWMAN SUPPLY COMPANY FOR PROVIDING BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) through the Police Department purchases body armor also known as bulletproof vests for police officers when grant funds are available to cover the cost; and

**WHEREAS**, body armor had to be ordered and delivered to the Police Department prior to August 31, 2012 in order to have the cost eligible for reimbursement from a grant known as the Bulletproof Vest Partnership Program; and

**WHEREAS**, the City ordered the body armor in July of 2012 from Lawman Supply Company (Lawman) who was the holder of State contract no. A74004; and

**WHEREAS**, Lawman has submitted a bill to the City in the amount of \$69,468.75 for the supplying of body armor for the Police Department; and

**WHEREAS**, Robert Kakoleski, Acting Director of the Police Department, reviewed Lawman's request for payment and has certified that Lawman's bill for providing the body armor is fair and reasonable; and

**WHEREAS**, Lawman delivered the body armor in good faith and is entitled to receive payment for the equipment; and

**WHEREAS**, the sum of \$69,468.75 has been encumbered and available under account number 02-213-41-114-215 (Purchase Order No.107321) and will be covered 100% by grant funds.

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

- 1) The Purchasing Agent is hereby authorized to pay Lawman Supply Company the sum of \$69,468.75 for supplying 75 bulletproof vests to the Police Department;
- 2) The approval of this payment is subject to the execution of a release by Lawman Supply Company releasing the City from any liability in connection with claims that it may have against the City for providing the bulletproof vests; and
- 3) The Business Administrator and Purchasing Agent are hereby authorized to take such other actions that may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds (\$69,468.75) available for the payment of this resolution in Account No.02-213-41-114-215. PO# 107321

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

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

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

Robert Byrne  
 Robert Byrne, City Clerk



**JERSEY CITY POLICE DEPARTMENT**  
**GRANTS OFFICE**

ONE JOURNAL SQUARE PLAZA 4<sup>TH</sup> FLOOR  
JERSEY CITY, NEW JERSEY 07306  
201-547-4736 FAX 201-547-5213

TO: Acting Police Director Robert Kakoleski

FROM: P.O. Jaclyn Marcazo #2987 *PO Jaclyn #2987*

DATE: May 21, 2013

SUBJECT: Claims Resolution for Purchase Order 107321

---

Attached you will find the claims resolution in reference to Purchase Order 10731 for the 75 vests that were ordered in July of 2012 and received in August of 2012.

Mr. Reddington reviewed this document and made changes accordingly. Once authorized, please forward to the B.A.'s office for the upcoming city council meeting.

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

City Clerk File No. Res. 13-371

Agenda No. 10.Q

Approved: MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

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

WHEREAS, the Police Department's existing InfoCop server software application created by G.T.B.M, Inc. is a proprietary system that requires support and maintenance services; and

WHEREAS, this software also includes support for the following interfaces Blackberry Enterprise server, Anteon/ISI silent dispatch and field reporting, CCTV mobile video integration; and

WHEREAS, G.T.B.M, Inc has agreed to provide software maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2013 to Dec 31, 2013) for the sum of Eighty-one thousand One Hundred eighty-seven (\$81,187.50) Dollars; and fifty cent.

WHEREAS, funds in the amount of \$21,000.00 are currently available in the Temporary 2013 budget of Account No.13 -01-201-25-240-310; and source of funding is from operating account.

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2013 current year permanent budget; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; 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, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M 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 G.T.B.M from making any reportable contributions during the term of the contract; and

WHEREAS, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, G.T.B.M has certified that they have not made any reportable contributions in the one-year period preceding the award of this 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; and

City Clerk File No. Res. 13-371

Agenda No. 10.Q MAY 29 2013

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.**

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

1. A one year contract is awarded to G.T.B.M, Inc in the amount of **\$81,187.50** 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 G.T.B.M, Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city 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

I Donna Mauer Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.13- 01-201-25-240-310.

**Acct No. 13- 01-201-25-240-310. P.O.# 109986 Amount \$21,000.00**

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

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

## 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 G.T.B.M. Inc to provide the City with Infocop server software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2013.
4. The amount of the contract is \$81,187.50 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: \_\_\_\_\_

 5/22/13

\_\_\_\_\_  
Robert Kakoleski, Police Director

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 G.T.B.M INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFO-COP SOFTWARE APPLICATIONS CREATED BY G.T.B.M. INC WITHOUT PUBLIC BIDDING

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:

PURCHASE OF MAINTENANCE 7 BY 24 FOR THE INFO-COP MOBILE DATA SYSTEM SERVER BASED SOFTWARE WHICH IS USED THROUGHOUT THE POLICE DEPARTMENT.

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

REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY (G.T.B.M. INC) SOFTWARE.

5. Anticipated Benefits to the Community:

THIS IS REQUIRED SOFTWARE FOR THE DEPARTMENT TO INTERFACE WITH THE STATE POLICE MQ SERIES BASED NCIC/SCIC, CJIS, AND DMV.

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.)

EIGHTY-ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN (\$81,187.50)DOLLARS AND FIFTY CENT.

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 PHILIP ZACHE, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date

Requisition #
0162096

**CITY OF JERSEY CITY**

1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

Assigned PO #

**Requisition**

**Vendor**  
 GOLD TYPE BUSINESS MACHINE  
 351 PATERSON AVENUE  
 PO BOX 305  
 EAST RUTHERFORD NJ 07073  
 GT220900

**Dept. Bill To**  
 POLICE DEPARTMENT  
 1 JOURNAL SQ. PLAZA  
 4TH FLOOR  
 JERSEY CITY NJ 07306

**Dept. Ship To**  
 POLICE DEPARTMENT  
 1 JOURNAL SQ. PLAZA  
 4TH FLOOR  
 JERSEY CITY NJ 07306

**Contact Info**  
 SGT,JOHN TKACZYK  
 0000000201

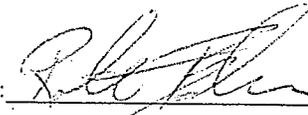
Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL OF LICENCE INFORCORP SERVICE SOFTWARE LICENSING AND SERVICES FOR (2013)	01-201-25-240-310	21,000.00	21,000.00

TOTAL AMOUNT OF CONTRACT : \$ 81,187.50  
 TEMPORARY ENCUMBER AMOUNT: \$ 21,000.00

FOR:  
 JCPD/SUPPORT SERVICE/COMPUTER UNIT  
 73-85 BISHOP STREET  
 J.C.NJ 07304

Requisition Total 21,000.00

Req. Date: 05/13/2013  
 Requested By: FMCPHERSON  
 Buyer Id:

Approved By: 

**This Is Not A Purchase Order**





New Jersey State Contract #69834

Exhibit A

## USER LICENSE AGREEMENT

between

**Jersey City Police Department**

and

**GTBM INC.**

This Agreement ("Agreement") is made this   1st day of   Jan, 2013, by and between GTBM Inc. and Jersey City Police Department.

1. **License.** GTBM Inc. ("GTBM") hereby grants to Jersey City Police Department (the "End User"), and the End User hereby accepts, subject to the terms and conditions set forth in this Agreement, a non-transferable, non-exclusive license to use, in object code format only, the INFO-COP Licensed Software specified in Exhibit A, and the accompanying documentation together with any Modifications or Enhancements subscribed for by End User (as said terms are defined in the Maintenance and Support Agreement attached hereto as Exhibit B (the "Software") solely as part of the End User's public safety computer system. This license shall be perpetual, except as otherwise provided in Section 4 hereof. The End User acknowledges that it has no rights in the Software, except as specifically provided in this Agreement.
2. **Uses Not Permitted.** The End User's use of the Software is subject to each of the following restrictions and limitations. The End User agrees that it shall not:
  - Transfer the Software electronically from one central processing unit ("CPU") to another.
  - Modify, adapt, translate or create derivative works.
  - Make copies of the Software except as provided in Section 3, BACKUP COPIES, of this Agreement.
  - Remove or modify any software markings or notices of proprietary rights.
  - Grant sub-licenses, leases or other rights to the Software.
  - Distribute in any fashion the End User's copy of the Software.
  - Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.
3. **Backup Copies.** The End User may make back-up copies strictly for its internal use. All such copies shall be subject to all of the terms and conditions of this Agreement. The End User shall maintain a written record at all times of the location of all back-up copies.



**COP**

4. Termination. GTBM, Inc may terminate this Agreement and all licenses granted hereunder in the event of the failure by the End User to comply with any term or condition of this Agreement or the Maintenance and Support Agreement. Termination shall be effective on written notice by GTBM to the End User. Upon termination, the End User shall destroy all copies of the Software then in its possession or under its control and certify such destruction within five (5) days following receipt of GTBM's termination notice.
5. Warranties.
- (a) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors and further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error called to its attention in writing not later than six (6) months after installation of the Software.
  - (b) GTBM's OBLIGATIONS FOR BREACH OF WARRANTY SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THAT PORTION OF THE SOFTWARE WHICH FAILS TO CONFORM TO SUCH WARRANTY. IN NO EVENT SHALL GTBM OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE. GTBM SHALL HAVE NO RESPONSIBILITY TO CORRECT ANY DATABASE ERRORS OR ANY ERRORS OR DAMAGES CAUSED BY OR ARISING OUT OF HARDWARE DEFECTS OR INPUT ERRORS OR USE OF THE SOFTWARE IN WAYS FOR WHICH IT WAS NOT DESIGNED. IN NO EVENT SHALL GTBM BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO GTBM WITHIN SIX MONTHS AFTER INSTALLATION OF THE SOFTWARE. GTBM'S WARRANTY OBLIGATIONS SHALL BE VOID IF: (I) THE END USER MODIFIES THE SOFTWARE WITHOUT THE PRIOR WRITTEN CONSENT OF GTBM OR (II) THE NON CONFORMANCE OF THE SOFTWARE IS DUE TO ITS MISUSE OR NEGLIGENCE OR OTHERWISE CAUSED BY A BREACH OF END USER'S OBLIGATIONS HEREUNDER; OR (III) THE END USER FAILS TO FOLLOW IN ALL MATERIAL RESPECTS WRITTEN INSTRUCTIONS OF GTBM; OR (IV) THE SOFTWARE IS USED WITH OTHER INCOMPATIBLE PRODUCTS OR SERVICES.
  - (c) GTBM or its licensors shall defend any claim or proceeding brought against the End User to the extent that it is based on an assertion that the End User's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the End User against all costs, damages and expenses finally awarded against the End User which are attributable to such claim, provided that the End User notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use by the End User is enjoined, GTBM or its licensors shall, at its election: (i) procure for the End User the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the End User the fee paid under this Agreement, less an allowance for use of the Software by the End User, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the End User modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the End User uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment.



**GTBM**

The foregoing states GTBM's and its licensors entire liability, and the End User's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

- (d) The warranties contained in this section 5 are in lieu of all other warranties, expressed or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. GTBM's express warranties shall not be enlarged, diminished or affected by, and no obligation or liability shall arise out of, GTBM's rendering of technical or other advice or service in connection with the software.

6. Support Services. GTBM may provide End User with support services related to the Software ("Support Services"). Use of Support Services is governed by the Maintenance and Support Agreement attached hereto as Exhibit B.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. End User may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. End User acknowledges and agrees that, due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

END USER

By: \_\_\_\_\_  
Name: Vin Cronen  
Title: CFO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## Exhibit B

### MAINTENANCE AND SUPPORT AGREEMENT BETWEEN GTBM INC.

### and Jersey City Police Department

THIS MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made this 1st day of Jan, 2012, by and between **GTBM INC. ("GTBM") AND Jersey City Police Department** (the "Client") for maintenance and support services to the Client in connection with the Licensed Software.

#### 1. DEFINITIONS

- a) The term "System" means the programmable on-line computer system and Licensed Software furnished, delivered and installed by GTBM pursuant to the Agreement between GTBM and the Client specified on Exhibit A attached hereto (the "End User License Agreement").
- b) The term "Licensed Software" means all software licensed to the Client in object code format pursuant to the End User License Agreement.
- c) The term "Confidential Information" means the Licensed Software and any other information, data or oral information subsequently reduced to written form, received by one party from the other and clearly identified by the disclosing party in writing as confidential.
- d) The term "Modifications" means any revisions of the Licensed Software which GTBM may incorporate in the Licensed Software and which do not materially improve or expand the functionality of the Licensed Software.
- e) The term "Enhancements" means revisions of or additions to the Licensed Software that GTBM may incorporate in the Licensed Software and which improves or expands the functionality of the Licensed Software.
- f) The term "Installation" means that GTBM has installed the System and determined that the System is operative.
- g) The term "Maintenance" means GTBM's provision of the support services described in Section 3, commencing after installation or at such other times as is specified herein.

#### 2. CHARGES AND PAYMENTS

- a) The Client agrees to pay to GTBM the fees specified on Exhibit C attached hereto, including the fee specified for the initial term of Maintenance. GTBM shall bill the fee for any subsequent annual term of Maintenance at least thirty (30) days prior to the end of the then current term.
- b) The support services under Section 3(a) will be provided to the Client at no additional charge. Services rendered by GTBM which are not part of the services GTBM has agreed to perform free of additional charge in Section 3(a) will be charged to the Client at GTBM's standard rates set forth in Exhibit C.



**COP**

- c) In addition to the charges payable pursuant to this Section 2, the Client shall pay any and all import duties, levies or imposts and all sales, use, value-added and other taxes of any nature assessed upon or with respect to such payments under this Agreement, exclusive, however, of taxes based on GTBM's net income. If Client is exempt from the payment of any such taxes, Client shall submit its certificate of exemption to GTBM.
- d) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices (other than for the prepayment of the annual fee for Maintenance) not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance. The failure of the Client to pay the annual fees for Maintenance after written notification shall result in the complete termination of any continuing obligation of GTBM to provide Maintenance to the Client.

### **3. SYSTEM MAINTENANCE AND ADDITIONAL SUPPORT SERVICES**

- a) GTBM will provide the Client with the following maintenance services provided the Client has made all payments due GTBM and has fulfilled all of its requirements under this Agreement and under the End User License Agreement:
  - i) GTBM agrees to provide support and maintenance services to attempt to correct any error or defect reported by the Client and determined by GTBM to be attributable to the Licensed Software. Such services shall be provided during normal business hours, which are 8:30 a.m. through 5:30 p.m., Monday through Friday, except holidays, and in the most expeditious manner reasonably possible and at no additional cost to the Client. In order to expedite such maintenance services, GTBM shall provide 24 hour call-in capability. In no event shall GTBM have any responsibility (1) to correct any data errors or any errors or damage caused by or arising out of input errors or resulting from changes to the Licensed Software made by the Client, or (2) with respect to any data loss or corruption due to any third party software malfunction, hardware problems or failures or any other loss or disruption not caused by GTBM. Upon notifying GTBM of an alleged error in the Licensed Software, the Client shall give GTBM access to its computer equipment, the Licensed Software and all relevant records, and shall assist GTBM in substantiating the existence of the alleged error. Client shall also provide GTBM with a means to remotely connect with the Client's Licensed Software. GTBM shall, at its option, use this remote connection for error detection, analysis, replication or correction.
  - ii) From time to time and at its sole discretion, GTBM may make Modifications and Enhancements available to the Client for purchase at GTBM's then published license fee with respect thereto, provided that the Client is not then in default with respect to any of its obligations to GTBM. The terms on which GTBM will provide Maintenance with respect to the Modification or Enhancement will be set forth in an amendment to this Agreement. The Client is under no obligation to acquire any Modification or Enhancement, with the exception that the Client must allow GTBM to install all Modifications or Enhancements, which are being provided by GTBM at no cost to the Client. The Client will provide GTBM with access to its System to permit installation of each no-cost Modification or Enhancement within 45 days after notification by GTBM of its intention to install the Modification or Enhancement. The failure of the Client to allow GTBM to install any no-cost Modification or Enhancement will relieve GTBM of any further Maintenance obligations with respect to the Licensed Software. All Modifications and Enhancements acquired by the Client, whether for a fee or at no cost, shall become part of the Licensed Software for all purposes of this



Agreement.

- iii) GTBM shall provide up to six (6) hours per month of telephone consultation with respect to the System during GTBM's normal business hours. This technical assistance and consultation is designed to train and help the System manager(s) to operate the System more effectively. These consultation hours, if not used, cannot be carried forward or accumulated month to month.
- iv) GTBM shall only be required to maintain the external communication features of the Software, including access to external databases and communication with other INFO-COP servers, so long as Client continues to purchase support and maintenance services. In particular, GTBM shall have no obligation to provide Client with access to the Central Share database nor to provide Client with the ability to send messages to other external INFO-COP servers if Client discontinues or fails to promptly pay for support and maintenance services.
- b) GTBM will provide consultation and additional training and undertake special programming projects on a time-available basis at GTBM's rates specified in Exhibit C. Any software resulting from a special programming project undertaken by GTBM at the Client's request shall become part of the Licensed Software for all purposes of this Agreement and the End User License Agreement.
- c) In the event that a Modification or Enhancement becomes available for a fee, and Client elects not to purchase it, then Client shall not receive support or maintenance of the Software, as revised, and maintenance and support of the older version of the Software will cease upon forty-five (45) days following release of the Modification or Enhancement.
- d) Maintenance shall be renewed annually at the then prevailing rates, unless Client notifies GTBM of its intent not to renew, not less than 30 days prior to the end of the then current annual term.
- e) The Client shall at all times have at each site at which the System is installed a System manager who is acceptable to GTBM in GTBM's discretion and who has been certified by GTBM as properly trained. All communications by the Client with GTBM must only be made by such System manager or by designated alternates also acceptable to GTBM. The initial System manager is identified on Exhibit D attached hereto. Training for replacement System managers will be provided at GTBM's then applicable rates. The rate during the initial period is listed in Exhibit C; subsequent period rates shall be at GTBM's standard published rates, which will be reflected in a written amendment to be executed by GTBM and the Client.
- f) The Client must at all times while this Agreement remains in effect, provide and maintain in good operating conditions the communication equipment and facilities necessary for GTBM to achieve dial-in access to the System for purposes of remote diagnostics and error correction.
- g) The Client shall perform the routine System maintenance specified on Exhibit E attached hereto for so long as this Agreement remains in effect. GTBM shall be relieved of all of its obligations hereunder in the event that the Client fails to perform such routine maintenance.
- h) GTBM will provide Hardware and maintenance in accordance with the terms and conditions set forth in the attached Exhibit X if applicable. The Client agrees that it will not upgrade, modify, replace or otherwise alter, or attach devices to, the Hardware without the prior written consent of GTBM.



**COP**

#### **4. PROTECTION OF CONFIDENTIAL INFORMATION**

- a) The Client acknowledges that the System constitutes trade secrets and Confidential Information of GTBM or its licensors.
- b) During the course of this Agreement, GTBM and the Client will disclose certain Confidential Information to each other, including without limitation in the case of GTBM, information specifically relating to the System.
- c) The Client agrees not to sell, assign or distribute the System or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the System only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Client.
- d) Any information disclosed by one party (disclosing party) to the other (receiving party) which the disclosing party considers confidential shall be: (i) outlined in writing and marked "Confidential" by the disclosing party; (ii) treated as Confidential Information of the disclosing party; (iii) used by the receiving party for no purpose other than as provided in this Agreement; and, (iv) treated in a manner such that the receiving party shall take all reasonable precautions to prevent the disclosure thereof to any third party including such precautions said receiving party takes for protection of its own Confidential Information. The obligations set forth in this Section 4(d) shall not apply, however, to any information which: (i) is already in the possession of the public or becomes available to the public through no breach of this Agreement by the receiving party; (ii) was in the receiving party's possession prior to receipt from the disclosing party, or (iii) is received independently from a third party free to disclose such information to the receiving party.
- e) All Confidential Information furnished by one party to the other shall remain the property of the disclosing party.
- f) Both parties represent that they have the right to disclose the information disclosed under the terms of this Agreement.
- g) This Agreement shall govern all Confidential Information exchanged between the parties including all information exchanged prior to the effective date of this Agreement.
- h) GTBM or its licensors retains the right to seek copyright protection for the Licensed Software or any copyrightable material. The Client shall not remove any copyright or proprietary rights notice included in any materials furnished to the Client in connection with this Agreement or the End User License Agreement.
- i) The Client shall not, unless specifically authorized under this Agreement or except for ordinary and necessary backup for archival or disaster recovery purposes, use, make, or have made any more copies of the Licensed Software or any part thereof than are delivered by GTBM for the Client's use hereunder.

#### **5. LIMITATION OF LIABILITY**

IN NO EVENT SHALL GTBM BE LIABLE FOR ANY ACTUAL DAMAGES WHATSOEVER CAUSED



**COP**

BY THE CLIENT'S FAILURE TO PERFORM ITS RESPONSIBILITIES HEREUNDER OR FOR LOST PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 6. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due as governed by section 7(a) above) and fails to cure or substantially cure such failure or default within thirty (30) days following receipt of written notice.
- c) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- d) GTBM may terminate this Agreement without cause on sixty (60) days' prior written notice to Client.
- e) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.
- f) Each party's obligation to protect the confidential nature of the System and other Confidential Information under Section 4 shall survive any termination or expiration of this Agreement indefinitely.

## 7. MISCELLANEOUS

- a) The parties agree that this Agreement and the End User License Agreement, including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the System and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Client may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations,



**COP**

neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. Client acknowledges and agrees that, due to the unique nature of the Licensed Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors: therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

GTBM Inc.

CLIENT

By: \_\_\_\_\_  
Name: Vin Cronen  
Title: CFO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**COP**

Exhibit C  
Fees

Info-Cop mobile licenses annual renewal \$72,187.50

Info-Cop server license annual renewal \$3,750.00

---

Info-Cop additional features \$5,250.00 reports renewal.

Training of System Manager \$125.00 per hour

Training of Replacement Manager \$125.00 per hour

Additional training and consultation \$125.00 per hour



Exhibit D  
Systems Manager Identification

Jersey City Police Department hereby designates:

Name John Tkaczyk  
Title  
Address 8 Erie St  
Address Jersey City NJ  
Phone 201-547-5226  
Cell Phone 201-705-4626  
Fax  
Email [jtkaczyk@jenj.org](mailto:jtkaczyk@jenj.org)

as the initial System Manager in regard to the Info-Cop System and remains in this capacity until a successor is appointed. Systems Managers must be trained in proper use and administration of the system.



Exhibit E  
Routine System Maintenance

**Jersey City Police Department** is responsible for routine system maintenance including the following:

- Maintaining wireless service from a reliable provider.
- Maintaining high-speed internet connections. (Including working modem)
- Maintaining effective firewall.
- Maintaining virus defense definition updates.
- Maintaining Microsoft service specification updates.
- Maintaining an annual vacuum dust servicing of server (if applicable)
- Maintaining the uninterrupted power supply service in working order.
- Maintaining the appropriate back up of data, daily. (if applicable)
- Maintaining the users access to the system, as needed.

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

City Clerk File No. Res. 13-372

Agenda No. 10.R

Approved: MAY 29 2013

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PARA-PLUS TRANSLATIONS, INC. FOR PROVIDING INTERPRETERS FOR MUNICIPAL COURT

**COUNCIL**  
Resolution:

offered and moved adoption of the following

**WHEREAS**, the City of Jersey City (City) deems it necessary to provide certified, qualified and experienced interpreters to interpret legal proceedings in the City of Jersey City Municipal Court; and

**WHEREAS**, Resolution 11-252 approved on April 27, 2011 awarded a one year contract in an amount not to exceed the amount of \$100,000.00 to Para-Plus Translations, Inc. to provide interpreting services; and

**WHEREAS**, the contract was awarded under the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.; and

**WHEREAS**, the City's Request for Proposals document included an option for the City to renew the contract for two (2) additional one year terms for the same amount as last year's contract; and

**WHEREAS**, Resolution 12-408 approved on May 23, 2012, exercised the first option to renew a one year contract in an amount not to exceed the amount of \$100,000.00 to Para-Plus Translations, Inc. to provide interpreting services; and

**WHEREAS**, the services were performed in an effective and efficient manner; and

**WHEREAS**, the City desires to exercise the second option to renew the contract for a one year period for an amount not to exceed \$100,000.00; and

**WHEREAS**, funds in the amount of \$ 30,000.00 are available in Account No. **01-201-43-490-312**

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

- 1) Pursuant to N.J.S.A. 40A:11-15, a contract to provide interpreting services to the Jersey City Municipal Court is awarded to Para-Plus Translations, Inc.;
- 2) The total contract amount shall not exceed the sum of \$100,000;
- 3) The term of the contract shall be for one year commencing on June 1, 2013.
- 4) Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
- 5) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 6) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PARA-PLUS TRANSLATIONS, INC. FOR PROVIDING INTERPRETERS FOR MUNICIPAL COURT**

- 7) This Agreement shall be subject to the condition that Para -- Plus Translations, Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 8) 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 and in the subsequent calendar year budget; and
- 9) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, hereby certify that funds in the amount of \$30,000.00 available for the payment of the above resolution in Account No.: 01-201-43-490-312.

Requisition No.: 0162142

P.O. No. 109980 Temporary Encumbrancy.

APPROVED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

Robert Byrne  
Robert Byrne, City Clerk

**Ordinance/ Resolution Fact Sheet**

Date: Submitted to B.A. 5/21/13

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

**1) Full Title of Ordinance/ Resolution/ Cooperation Agreement:**

RESOLUTION AUTHORIZING THE RENEWAL OF CONTRACT WITH PARAPLUS TRANSLATIONS, INC. FOR PROVIDING INTERPRETERS FOR MUNICIPAL COURT

**2) Name and Title of Person/s Initiating Ordinance/ Resolution:**

Maria Pagan, Court Director; Wendy Razzoli, Assistant Court Director

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

Renewal of contract to provide certified, qualified and experienced interpreters to interpret legal proceedings in the City of Jersey City Municipal Court.

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

The City's Original Request for Proposals document included an option for the City to renew the contract for two (2) additional one year terms for the same amount as last year's contract (not to exceed \$100,000). The attached Resolution has been prepared to exercise the second option to renew beginning June 1, 2013. To provide certified, qualified and experienced interpreters to interpret legal proceedings in the City of Jersey City Municipal Court, as required by the Administrative Office of the Courts.

**5) Anticipated Benefits to the Community:**

As subscribed by the Judiciary, standard benefits include (1) that people who are limited in their ability to speak and understand English or who are deaf or hard of hearing should have the same access to the courts as those who are neither; (2) that only qualified interpreters may ordinarily interpret; (3) that all costs for interpreting are to be borne by the Judiciary except in very limited instances.

**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 contract amount shall not exceed the sum of \$100,000.

**7) Date of Proposed Program or Project will Commence:**

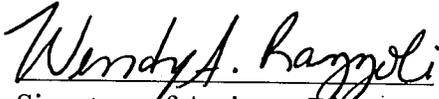
The term of the contract shall be for one year commencing on June 1, 2013.

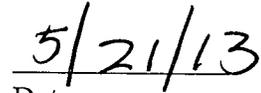
**8) Anticipated Completion Date:**

The anticipated completion date is May 31, 2014.

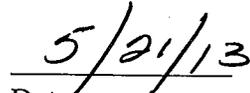
**9) Person/s Responsible for Coordinating Proposed Program/ Project:**

Maria Pagan, Court Director; Wendy Razzoli, Assistant Court Director

  
Signature of Assistant Director

  
Date

  
Signature of Department Director

  
Date

AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, a Municipal Corporation of the State of New Jersey ("City") and the Para- Plus Translations, Inc. 430 Clements Bridge Road, PO Box 92, Barrington, New Jersey 08007 (hereinafter referred to as "Consultant").

WHEREAS, the City requires certified, qualified, experienced interpreters to provide interpreting services for legal proceedings conducted by the Municipal Court of the City of Jersey City; and

WHEREAS, pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., the City prepared and advertised a Request for Proposal document (RFP) describing the services requested by the City; and

WHEREAS, Consultant submitted the most advantageous proposal to the City and Resolution 11-252 approved on April 27, 2011 awarded a one year contract to Consultant for services to begin on June 1, 2011 and ending on May 31, 2012; and

WHEREAS, the City's RFP reserved the right to renew the contract for two (2) additional one (1) year terms; and

WHEREAS, the City exercised the first option to renew the contract for a term of one year. Resolution 12-408 approved on May 23, 2012 awarded a one year contract to Consultant for services to begin on June 1, 2012 and ending on May 31, 2013.

WHEREAS, the City exercised the second option to renew the contract for a term of one year. Resolution \_\_\_\_\_ approved on \_\_\_\_\_ awarded a one year contract to Consultant for services to begin on June 1, 2013 and ending on May 31, 2014.

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 qualified, competent, and experienced AOC (Administrative Office of the Courts) certified court interpreters for the Jersey City Municipal Court on an as needed basis for all of its scheduled day and evening sessions.

ARTICLE II  
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposal (RFP”) prepared by the City and the proposal (“Proposal”) prepared by Consultant and submitted to the City on March 3, 2011, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement, the RFP and the Proposal, the provisions of this Agreement shall govern over the RFP and the Proposal, and the provisions of the RFP shall govern over the Proposal.

2. Such described services shall be performed during a period of one (1) year commencing on June 1, 2013 and ending on May 31, 2014. The original specification referenced that the City reserved the right to renew the contract for two (2) additional one (1) year terms. The City exercised the first option to renew the contract for a term of one year, Resolution 12-408 that was approved on May 23, 2012.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

ARTICLE III  
Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV  
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

2. The City agrees to pay the Consultant's fee in monthly payments. Compensation shall be payable upon submission and verification of monthly invoices to the Municipal Court Director. Each invoice shall include a description of services, travel fees, number of hours services performed, and the hourly rate or session rate for interpreters who provided services during the month for which the invoice is being submitted. The Consultant shall also include with the invoice an outline of when the request was made, date interpretation was needed, time, court room, language, case name/ number, Interpreter assigned, hours spent and a detailed breakdown of charges. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks after the information provided has been verified.

## ARTICLE V Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent contractor coverages - covering as insured consultant with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. 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 negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New

Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. 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.

#### ARTICLE VI Termination

1. If a dispute arises between the parties during the contract term, and if, after a good faith effort the dispute is not resolved, the City has the unrestricted right to cancel the contract without cause by providing 30 days' written notice to the Consultant. Consultant shall be paid the amount earned by or reimbursable to Consultant to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

#### ARTICLE VII Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

#### ARTICLE VIII 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 VIX  
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.

ARTICLE X  
Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE XI  
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XII  
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 XIII  
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 XIV  
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 XV  
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 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  
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$36,000.00.

ARTICLE XVIII  
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Municipal Court Director  
City of Jersey City  
365 Summit Avenue  
Jersey City, N.J. 07306

---

---

---

---

ARTICLE XIX  
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.

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

ATTEST:

City of Jersey City

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
JOHN KELLY  
Business Administrator

ATTEST:

Para- Plus Translations, Inc.

\_\_\_\_\_  
(name)  
(Title)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CS

DATE (MM/DD/YYYY)

05/21/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>THE BARCLAY GROUP</b> Audubon Branch 601 S. White Horse Pike Audubon, NJ 08106 John P. Masson, III	<b>856-547-0833</b> <b>856-547-9494</b>	<b>CONTACT NAME:</b> Carrie Shourds <b>PHONE (A/C, No, Ext):</b> 856-547-0833 <b>FAX (A/C, No):</b> 856-547-9494 <b>E-MAIL ADDRESS:</b> cshourds@barclayinsurance.com <b>PRODUCER CUSTOMER ID #:</b> PARAP-1
<b>INSURED</b> <b>Para Plus Translations, Inc.</b> 430 Clements Bridge Road Barrington, NJ 08007	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Hartford	<b>NAIC #</b> 162
	<b>INSURER B:</b> Philadelphia Insurance Co.	<b>NAIC #</b> 280
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		13SBATA5325	05/21/13	05/21/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		13SBATA5325	05/21/13	05/21/14	COMBINED SINGLE LIMIT (En accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE \$ 10000		13SBATA5325	05/21/13	05/21/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	13WECVY3079	05/21/13	05/21/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<b>Professional</b> <b>Claims Made</b>		PHSD764840	09/18/12	09/18/13	<b>Prof Liab</b> \$ 1,000,000 <b>Ded</b> \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Jersey City is included as additional insured with respects to General Liability to the extent required by signed written agreement.

**CERTIFICATE HOLDER****CANCELLATION**

JERSEY2

City of Jersey City, Dept of  
 Administration/Municipal Court  
 Jersey City Justice Complex  
 365 Summit Ave  
 Jersey City, NJ 07306

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS**  
**FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:

Jeana F. Abuan  
EEO/AA Officer, P.A.C.O.  
Department of Administration  
Office of EEO/AA  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. # 201-547-4533  
Fax# 201-547-5088  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

(REVISED 4/13)

**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.

**EXHIBIT A (Continuation)**

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

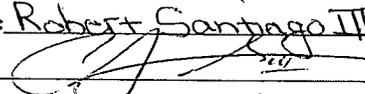
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Robert Santiago III, Chief Operating Officer

Representative's Signature: 

Name of Company: Para Plus Translations, Inc.

Tel. No.: 856 547-3695

Date: May 2, 2013



## State of New Jersey

CHRIS CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM  
P.O. BOX 206  
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

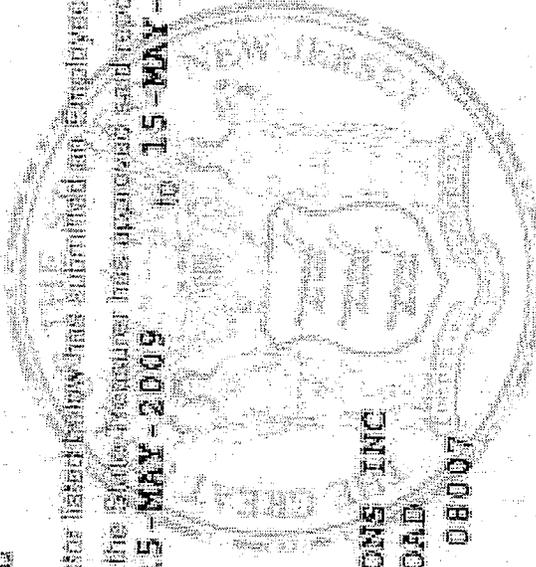
Enclosure(s) (AA-01 Rev. 11/11)

Certification 32436

# 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 of comp. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 - MAY - 2009** to **15 - MAY - 2016**

**PARA - PLUS TRANSLATIONS INC  
130 CLEMENTS BRIDGE ROAD  
BARRINGTON NJ 08007**



*[Signature]*

State Treasurer

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

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

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

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

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

Representative's Name/Title Print: Robert Santiago III, Chief Operating Officer  
Representative's Signature: [Signature]  
Name of Company: Para Plus Translations, Inc.  
Tel. No.: 856 547-3695 Date: May 2, 2013



## State of New Jersey

CHRIS CHRISTIE  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

KIM GUADAGNO  
*Lt. Governor*

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### CERTIFIED

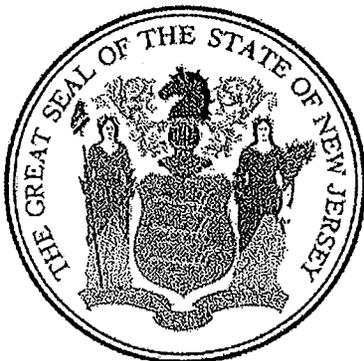
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **PARA-PLUS TRANSLATIONS INC** is a **MWBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Andrew Pantelides  
Assistant Director

**Issued:** September 26 2012  
**Certificate Number:** 61145-12

**Expiration:** September 25, 2015

**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 : Para Plus Translations, Inc.  
Address : 430 Clements Bridge Road, Barrington, NJ 08007  
Telephone No. : 856 547-3695  
Contact Name : Robert Santiago III, Chief Operating Officer

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: Para Plus Translations, Inc.  
Address: 430 Clements Bridge Road, Barrington, NJ 08007  
Telephone No.: 856 547-3695  
Contact Name: Robert Santiago III, Chief Operating Officer

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**

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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N. J. 08646-0252

TAXPAYER NAME:

PARA-PLUS TRANSLATIONS, INC.

TAXPAYER IDENTIFICATION#

~~XXXXXXXXXXXX~~

ADDRESS

430 CLEMENTS BRIDGE RD  
BARRINGTON NJ 08007

EFFECTIVE DATE:

10/31/84

TRADE NAME:

CONTRACTOR CERTIFICATION#

0072789

ISSUANCE DATE:

01/31/02

*Patricia A. Chascolis*

Director, Division of Revenue

FORM-BRC(08-01)

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

## “New Jersey Business Registration Requirements” For Goods, Professional Service and General Service Contracts

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

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

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

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

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

TAXPAYER NAME: TAX REG TEST ACCOUNT  
TAXPAYER IDENTIFICATION: 1043907  
TRADE NAME: CELESTIA STRA...  
SEQUENCE NUMBER: 1043907  
ISSUANCE DATE: October 14, 2004

*John S. Early*

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 247 ROBINSON AVE  
TRENTON, NJ 08611  
Certificate Number: 1043907  
Date of Issuance: October 14, 2004

For Office Use Only:  
100410411202303

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

City Clerk File No. Res. 13-373

Agenda No. 10.5

Approved: MAY 29 2013

TITLE:



## RESOLUTION AWARDING A CONTRACT TO LEXISNEXIS, A DIVISION OF REED ELSEVIER, INC., TO PROVIDE ON-LINE LEGAL RESEARCH SERVICES FOR THE JERSEY CITY LAW DEPARTMENT

**COUNCIL**  
following Resolution:

offered and moved adoption of the

**WHEREAS**, LexisNexis, a Division of Reed Elsevier, Inc., 9443 Springboro Pike, Miamisburg, Ohio 45342, provides on-line legal research services necessary for the operation of a law library; and

**WHEREAS**, the purchase of materials and services for a law library are exempt from public bidding pursuant to N.J.S.A. 40A11-5(1)(q); and

**WHEREAS**, the Corporation Counsel desires to use LexisNexis to provide on-line legal research services for the Jersey City Law Department; and

**WHEREAS**, LexisNexis agrees to provide on-line legal research services to the Jersey City Law Department at no cost for fifty-nine (59) days commencing on July 4, 2013 and ending on August 31, 2013 and agrees to provide on-line legal research services for a period of two (2) years effective as of September 1, 2013 and ending on August 31, 2015 for a total contract amount not to exceed \$115,206.00; 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**, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, LexisNexis has completed and submitted a Business Entity Disclosure Certification which certifies that LexisNexis 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 from making any reportable contributions during the term of the contract; and

**WHEREAS**, LexisNexis has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, LexisNexis 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 \$28,098.00 are available in the 2013 fiscal year temporary budget in Account No. 13-01-201-20-155-314 and

**WHEREAS**, the balance of the funds will be made available in the 2013 fiscal year permanent budget and in subsequent fiscal year budgets.

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

1. A contract in the amount of \$115,206.00 for a term of two (2) years commencing

City Clerk File No. Res. 13-373

Agenda No. 10.S MAY 29 2013

TITLE:

on September 1, 2013 and ending on August 31, 2013 to provide on-line legal research services for the Jersey City Law Department is awarded to LexisNexis, a Division of Reed Elsevier, Inc.;

2. The City shall have the option to renew the contract for one (1) additional year for a total contract amount of \$61,971.36;
3. The award of this contract shall be subject to the condition that LexisNexis provides on-line legal research services to the Jersey City Law Department at no cost to the City for fifty-nine (59) days commencing on July 4, 2013 and continuing through August 31, 2013;
4. This contract award is made without public bidding pursuant to N.J.S.A. 40A:11-5(1)(q);
5. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute a contract in substantially the form of the attached;
6. Pursuant to N.J.A.C. 5:30-5.5, the continuation of the contract after the expenditure of funds encumbered in the 2013 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 fiscal year permanent budget and in subsequent fiscal year budgets;
7. 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.;
8. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
9. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I hereby certify that funds in the amount of \$28,098.00 are available in Account No.13-01-201-20-155-314 for payment of this resolution. *P.O. 110073*

APPROVED: \_\_\_\_\_ *[Signature]* Donna Mauer, Chief Financial Officer  
 APPROVED-AS-TO-LEGAL FORM \_\_\_\_\_ *[Signature]*  
 APPROVED: \_\_\_\_\_ *[Signature]* Business Administrator  
 \_\_\_\_\_ *[Signature]* Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

\_\_\_\_\_  
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 T. Healy, Mayor

Bill Matsikoudis, Corporation Counsel

May 22, 2013

Council President and Members of the Municipal Council  
City Hall-280 Grove Street  
Jersey City, NJ 07302

**Re: Resolution awarding a contract to LexisNexis, a division of Reed Elsevier, Inc., to provide on-line legal research services for the Jersey City Law Department**

Dear Council President and Members of the Municipal Council:

This resolution authorizes the City of Jersey City to enter into a Contract with LexisNexis in which LexisNexis agrees to provide on-line legal research services to the Jersey City Law Department.

Access to on-line legal research is an essential resource and necessary in order for the Law Department to carry out its many and varied functions.

After due consideration and research, we have determined that LexisNexis will provide a higher level of service at a reduced cost, compared to the service we are now using. The Contract with LexisNexis will result in a savings of \$28,986 over the next two (2) years.

LexisNexis is the on-line research service currently used by the New Jersey judiciary and other State department and agencies.

In addition to access to the New Jersey Reporters and Statutes, LexisNexis provides a wide variety of legal resources.

I believe that the services to be provided by LexisNexis will be a marked improvement over the service heretofore provided by West Law.

The Contract with West Law has expired. I recommend that the Municipal Council authorize the attached Contract between the City of Jersey City and LexisNexis.

The cost and essential terms of the Contract are contained within the Resolution.

Very truly yours,

**WILLIAM MATSIKLOUDIS**  
**CORPORATION COUNSEL**

WM/igp

c: John Kelly, Business Administrator  
Robert Byrne, City Clerk

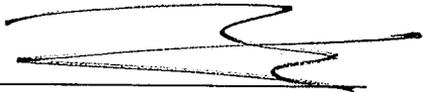
## DETERMINATION OF VALUE CERTIFICATION

William Matsikoudis, of full age, hereby certifies as follows:

1. I am Corporation Counsel for the City of Jersey City (City) and Director of the City's Law Department.
2. Attached to this Certification is a resolution awarding a contract to LexisNexis, a Division of Reed Elsevier without public bidding pursuant to N.J.S.A. 40A:11-5(1)(q) to provide on-line legal research services for the Jersey City Law Department.
3. The term of the contract is two years effective as of September 1, 2013
4. The amount of the contract is \$115,206.00 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: \_\_\_\_\_

5/22/13

  
\_\_\_\_\_  
William Matsikoudis  
Corporation Counsel

AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and LexisNexis, a Division of Reed Elsevier, Inc., 9443 Springboro Pike, Miamisburg, Ohio 45342 (hereinafter referred to as "LexisNexis" or "Contractor").

**WHEREAS**, the City needs to have on-line legal research services for the operations of the Jersey City Law Department; and

**WHEREAS**, LexisNexis provides on-line legal research services necessary for the operation of a law library; and

**WHEREAS**, LexisNexis submitted a proposal to provide services to the City for two years for a total contract amount of \$115,206.00 with an option to renew for one additional year; and

**WHEREAS**, this Agreement was authorized by Resolution \_\_\_\_\_ approved on May 29, 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 LexisNexis to provide on-line legal research services to the Jersey City Law Department.

ARTICLE II  
Scope of Services and Term

1. LexisNexis shall perform for the City all the required services in accordance with the Proposal prepared by LexisNexis which is attached hereto and incorporated herein by reference (Exhibit A), and in accordance with this Agreement. In the event that there is a conflict or discrepancy between the provisions of this Agreement, and the provisions of Exhibit A, the provisions of this Agreement shall govern over the provisions of Exhibit A.

2. Such described services shall be performed during a period of two (2) years commencing on September 1, 2013. The City shall have the option to renew the contract for one (1) additional year.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and LexisNexis. Any modifications which increase the compensation of LexisNexis above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

### ARTICLE III Contractual Relationship

1. In performing the services under this Agreement, LexisNexis shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, LexisNexis shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. LexisNexis shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted practices in the industry.

### ARTICLE IV Compensation and Payment

1. In exchange for performing the services described in Article II herein, LexisNexis shall receive a total payment of \$56,196 for the first year of service and a total payment of \$59,010 for the second year of service. If the City exercises its option to extend the contract for a third year, the total payment for a third year of service shall not exceed \$61,971.36. Compensation shall be payable upon submission and verification of monthly invoices to the Corporation Counsel. LexisNexis understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V  
Entire Agreement

This Agreement constitutes the entire agreement between City and LexisNexis. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VI  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VII  
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 VIII  
Counter-parts

This Agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE IX  
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 X  
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 XI  
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 XII  
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

LexisNexis  
Attn: Chief Legal Officer  
9443 Springboro Pike  
Miamisburg, Ohio 45342

Jersey City Law Dept.  
Corporation Counsel  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

ARTICLE XIII  
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 IX

##### 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

#### ARTICLE XV

##### Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to

perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

#### ARTICLE XVI

##### Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### ARTICLE XVII

##### Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). Exhibit "B" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$36,000.00.

#### ARTICLE XVIII

##### Certification of funds

Pursuant to N.J.A.C. 5:30-5.5(a) and (d), the continuation of this Agreement after the expenditure of funds encumbered in the 2013 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 fiscal year permanent budget and in subsequent fiscal year budgets. If additional funds are not

appropriated, this Agreement shall terminate after the expenditure of funds encumbered in the 2013 fiscal year temporary budget.

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

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
JOHN KELLY  
Business Administrator

ATTEST:

LEXISNEXIS, a Division of Reed Elsevier, Inc.

\_\_\_\_\_

\_\_\_\_\_

RR  
5-22-13

**EXHIBIT A**



**Fixed Price Agreement for State/Local Government Pricing**

You ("Customer") have requested a subscription from LexisNexis, ("LN" or "LexisNexis") to the LexisNexis® online research services (the "Online Services") listed below. In addition to the terms set forth below, access to the Online Services shall be subject to the terms and conditions set forth at [www.lexisnexis.com/terms/government](http://www.lexisnexis.com/terms/government), which includes the General Terms & Conditions for Use of the Online Services and the applicable Price Schedule (the "Subscription Agreement"). The Subscription Agreement shall be incorporated by reference into this Agreement.

All use of LN Products and Services ordered herein must comply fully with this Agreement.

<b>Customer: City of Jersey City</b>
[MUST BE COMPLETED BY CUSTOMER]
<p><b>Authorized Subscriber Signature:</b> _____</p> <p><b>Printed Name:</b> _____</p> <p><b>Job Title:</b> _____</p> <p><b>Date:</b> _____</p>

**1 Commitment Term and Monthly Commitment.** In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

Commitment Term				Monthly Commitment
Beginning	07/04/2013	To	08/31/2013	\$0
Beginning	09/01/2013	To	08/31/2014	\$4173
Beginning	09/01/2014	To	08/31/2015	\$4382
Beginning	09/01/2015	To	08/31/2016	\$4602
Beginning		To		\$
Beginning		To		\$

**2 Preferred Services.** Customer's subscription shall include the LN Products and Services indicated in the table below which shall be referred to collectively as the "Preferred Services":

PREFERRED SERVICES		
I. ONLINE SERVICES		
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARDS
(a) Pure Lexis	SBOLXO	Full
(b) NJ Gen Practice Premium	SBOENJ	
(c) City Attorney Premium	ZZYXRC	
(d) Federal Litigation Premium	MLIT03	
(e) NJ Personal Injury Premium	ZZYY6V	
(f) Briefs, Pleadings & Motions	SLCTFL	
(g) Pulic Records w/ Smartlinx	JLSPR1 + RK00SL + SPR001	
(h) ALM National News	ALMNWS	
<input checked="" type="checkbox"/> See attached Rider No. 1 for additional Preferred Services		

**3 Charges, Renewal Terms, and Payment Terms.**

3.1 In exchange for access to the Preferred Services, Customer will pay to LN the Monthly Commitments set forth in Section 1. The Monthly Commitments include all charges for use of the Preferred Services. The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of materials and features outside of the Preferred Services, by initialing below, or by notifying LN at a later date. If elected, Customer will also pay to LN charges for such use in accordance with the Price Schedule ("Alternate Access Charges").

**Subscriber elects access to the Alternate Materials**

(Initial)

3.2 Customer may not terminate this Agreement under Section 5.2 of the General Terms during the Commitment Term. This Agreement may be terminated by Customer after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Agreement may also be terminated by Customer on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

3.3 Each Monthly Commitment and Alternate Access Charges are due and payable within 30 days from receipt of invoice. If a Monthly Commitment or Alternate Access Charges not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Commitment for the Commitment Term to immediately be paid in full to LN. LN may temporarily suspend access to any or all of the LN Products and Services provided under this Agreement until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law, at the sole discretion of LN. Customer shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Customer more than 24 months after such amounts were first billed to Customer.

**4 AUTHORIZED USERS FOR ONLINE SERVICES.** This Agreement relates only to the Customer's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized Users" shall have the meaning set forth in the General Terms & Conditions for Use of the Online Services.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	Jersey City, NJ

**5 CERTIFICATION.** Customer certifies to the number of judges, attorneys and government professionals set forth below ("Reference Number"). Throughout the Term, Customer will notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Customer will recertify to the Reference Number.

<b>Number of Judges &amp; Attorneys:</b>	<b>18</b>
<b>Number of Government Professionals:</b>	<b>0</b>
<b>Total Users ("Reference Number"):</b>	<b>18</b>

**6 SUPPORT AND TRAINING**

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorized the periodic distribution of memos or other communications by LN and/or Customer to Authorized Users; and
- (d) The period review with LN of Customer's Authorized User's use of materials and training under this Agreement.

## 7 MISCELLANEOUS

7.1 LN makes certain terms and other information applicable to this Agreement available online on the World Wide Web at one or more sites identified by LN. Customer acknowledges that it has access to the World Wide Web.

7.2 To the extent any terms and conditions of this Section are in conflict with other applicable terms, such terms and conditions shall be resolved in the following order of precedence: this Agreement, then the applicable online terms referenced above.

7.3 The prices and other terms in this Agreement are subject to change if Customer has not submitted a signed original or copy on or before 5/31/2013, which will be the closed offer date.

[End of Fixed Price Agreement for State/Local Government Pricing]

**CUSTOMER INFORMATION (Please type or print):**

<b>Organization Name: (Full Legal Name)</b>	City of Jersey City	
	<b>Physical Address</b>	<b>Invoice Address</b>
<b>Street Address:</b>	280 Grove Street	280 Grove Street
<b>City:</b>	Jersey City	Jersey City
<b>State:</b>	NJ	NJ
<b>Zip:</b>	07302	07302
<b>County:</b>	Hudson	Hudson
<b>Telephone:</b>	(201) 547-5229	(201) 547-5229
<b>Fax:</b>		
<b>Parent Company: (if applicable)</b>	n/a	

**Type of Organization:**

Law Firm     
  Publicly Traded     
  Private Corp     
  Partnership/LLC     
  Sole Proprietor

No. of Attorneys: 18

Practicing Area of Law: \_\_\_\_\_

Ticker Symbol: \_\_\_\_\_

Exchange: \_\_\_\_\_

No. of Employees: \_\_\_\_\_

No. of years in business: \_\_\_\_\_

Bar/Business/Prof. Lic No: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Date Issued/Expiration Date: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Dun & Bradstreet Number/  
Martindale-Hubbell Rating: \_\_\_\_\_

Organization Web Address: www.cityofjerseycity.com

**Contacts:**

<b>Name</b>	<b>Telephone</b>	<b>Email</b>
_____	_____	_____

**Installation:** \_\_\_\_\_

**Billing:** \_\_\_\_\_

**Policy/Legal Notification:** \_\_\_\_\_

**Scheduling/Training:** \_\_\_\_\_

<b>Name</b>	<b>Telephone</b>
_____	_____

**Super Admin:** \_\_\_\_\_

<b>Email</b>	<b>IP Address</b>
_____	_____



**BANKING INFORMATION (Please type or print):**

1. Organization Name: City of Jersey City

2.  Automatic Payment Method  - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic

<input type="checkbox"/> Select method of credit card payment <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> AMEXC	←OR →	<input type="checkbox"/> Automatic Debit to Checking Account (attach copy of <input type="checkbox"/> voided check)
--	----------	---

Credit Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp Date: \_\_\_\_\_

3.  No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: \_\_\_\_\_

Bank #: \_\_\_\_\_ Account #: \_\_\_\_\_



This Lexis® for Microsoft® Office ("Lexis for Microsoft Office") Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement (the "Subscription Agreement") and the Subscription Plan Amendment (the "Amendment"), previously executed between LexisNexis, a division of Reed Elsevier Inc. ("LN") and City of Jersey City ("Subscriber").

**1. Term.**

The term of this Addendum (the "Addendum") will begin on the day this Addendum is executed by Subscriber and will continue until the last Commitment Period set forth below (the "Term"). Notwithstanding the foregoing, this Addendum shall automatically terminate upon expiration of the Amendment. Although the Term of this Addendum will start upon execution, Subscriber will not have access to Lexis for Microsoft Office until the following conditions (collectively, the "Requirements") are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis for Microsoft Office is installed on Subscriber's system via one of the installation processes set forth in Section 5.

**2. Technical Requirements.**

Lexis for Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis for Microsoft Office, Subscriber must (a) have a paid-up license to use Microsoft® Office 2007 or Microsoft® Office 2010 from Microsoft Corporation; and (b) meet the system operating and other requirements displayed on the Lexis for Microsoft Office download site ([www.lexisnexis.com/download-lexis-office](http://www.lexisnexis.com/download-lexis-office)) for the proper operation of the Software (collectively, the "Technical Requirements").

**3. License.**

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis for Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis for Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis for Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis for Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

**4. Lexis for Microsoft Office Platform, Menus, Monthly Software Charges, Functionality Charges.**

4.1 In exchange for Subscriber's monthly payment to LN of the Lexis for Microsoft Office Monthly Software Charges amount set forth below, Subscriber will be provided with the Lexis for Microsoft Office features and content indicated below during the Commitment Period ("Your Subscribed Product"). Access to Lexis for Microsoft Office shall be limited to the number of Authorized Users set forth below.

LEXIS FOR MICROSOFT OFFICE		
(Check applicable product selection) <input type="checkbox"/> Lexis for Microsoft Office – Core: Menu: 1-10 Users ZZYWCA  <input type="checkbox"/> Lexis for Microsoft Office – with Transactional Tools Menu: 1-10 Users ZZYWCA+PRC001+PRC002		
<input type="checkbox"/> Lexis for Microsoft Office – with Document Tools Menu: 1-10 Users ZZYWCA  <input checked="" type="checkbox"/> Lexis for Microsoft Office – with Transactional Tools and Document Tools Menu: 11+ Users ZZYWCH+PRC001+PRC002		
"COMMITMENT PERIOD"	NUMBER OF AUTHORIZED USERS	"LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE"
07/04/2013 - 08/31/201	18	\$0
09/01/2013 - 08/31/2014	18	\$510
09/01/2014 - 08/31/2015	18	\$535.50
09/01/2015 - 08/31/2016	18	\$562.28
		\$

The menu set forth above is specific to the current version of Your Subscribed Product as of contract execution. When LN releases and Subscriber installs Lexis for Microsoft Office for Lexis Advance for Your Subscribed Product, (i) the Lexis for Microsoft Office Monthly Software Charges will remain the same, (ii) there will no longer be a specific menu for Lexis for Microsoft Office but the content will mirror Subscriber's subscription content (the "Content Package") and (iii) Subscriber will pay then current standard transactional rates for access to materials outside of the Content Package.

4.2 For purposes of this Addendum, the term "Authorized User" shall have the meaning set forth in the Subscription Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 5% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN's request from time to time.

#### 5. Installation.

In order to access Lexis for Microsoft Office, Lexis for Microsoft Office must be installed on Subscriber's system via one of the following installation methods: (Subscriber to check its election(s) below.)

- Standard Implementation –  
In a Standard Installation, LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. In a standard implementation installation, Subscriber will not receive any transfer of tangible personal property, nor will there be any electronic transfer or software to the Subscriber in an Individual Desktop Installation. All standard installations will be implemented through electronic retrieval by Subscriber of the software that is hosted by the LN website. Subscriber will download the software from the LN website at an individual desktop level by individual users or on a network level by an IT administrator. By electing this option, Subscriber acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails ("Subscriber's Work") that it selects to be analyzed by Lexis for Microsoft Office will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention (similar to a *lexis.com* search) and LN will not store, review, or retain Subscriber's Work beyond the time required for processing (i.e., LN will not store Subscriber's Work in any back up logs, server logs, etc.). There are no installation charges for this option and no separate integration services agreement.

In selecting this option, Subscriber must further define the method of deployment:

- Individual Desktop Installation - Lexis for Microsoft Office will be downloaded from the LN website on an individual desktop basis
- Subscriber Network Installation - Lexis for Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis
- Installation for existing Lexis® Search Advantage Subscriber – If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber's existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis for Microsoft Office and Lexis® Search Advantage within Subscriber's environment.
- Custom Installation – In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis for Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis for Microsoft Office within Subscriber's environment, installation services at Subscriber's site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis for Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software. Custom installations may also include "load and leave" deliveries in which LN visits Subscriber's site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the

services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

**6. Miscellaneous.**

6.1 In the event of any conflict between the terms of this Addendum and the attached Exhibit A, the terms of this Addendum shall control.

6.2 Except as expressly modified by this Addendum, all other terms and conditions of the Subscription Agreement and the Amendment will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Subscription Agreement, the Amendment or this Addendum, this Addendum will control. The Subscription Agreement, the Amendment and this Addendum represent the entire agreement between the parties with respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Addendum.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by LN providing Subscriber access to Lexis for Microsoft Office.

**AGREED TO AND ACCEPTED BY:**

**CITY OF JERSEY CITY**

SUBSCRIBER

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**LexisNexis, a division of Reed Elsevier Inc.**

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**Subscriber Implementation Information**

IT Administrator Name:		
IT Administrator Address:		
IT Administrator Phone Number:		
IT Administrator Email Address:		
Location of Primary Data Center(s)		
Subscriber User Locations (City, State)		Percentage of Users (%)
Jersey City, NJ		100

## EXHIBIT A

### LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

#### 1. SUBSCRIPTION LICENSE GRANT.

a. Subject to the terms and conditions of this Lexis® for Microsoft® Office End User License Agreement (this "EULA"), LexisNexis, a division of Reed Elsevier Inc. ("LN") grants you a personal, limited, nonexclusive, non-transferable license to access and use the Lexis® for Microsoft® Office software product (the "Software") set forth in the agreement between you and LN for access to the Software (the "Addendum"). Use of the Software is subject to the terms set forth in the Addendum including the number of Authorized Users and time period ("Term") set forth in the Addendum.

b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

d. Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials

**2. COPYRIGHT.** LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

**3. REVERSE ENGINEERING.** You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

#### 4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

(a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis for Microsoft software product (Lexis for Microsoft - Core, Transactional Tools, Document Tools, etc.). The license granted herein is only to the Lexis for Microsoft

Software product offering you have selected in the Addendum (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis for Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis for Microsoft software product. If you wish to subscribe to any other Lexis for Microsoft software product, you must execute an Addendum with LN which contains the appropriate terms of use and charges for the applicable Lexis for Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN's direction, or (c) that is more than two versions out of date.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you. In the event any such changes materially and adversely affect the Support Services, you may terminate the Addendum and this EULA upon 10 days' written notice to LN.

## **5. YOUR RESPONSIBILITIES.**

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN's remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet you requirements will not affect either party's obligations under this EULA.

## **6. LIMITED WARRANTY.**

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

## **7. FEES AND PAYMENT FOR SUBSCRIPTION.**

7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis for Microsoft Office Addendum. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

## 8. TERMINATION.

Upon termination of the Addendum, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Addendum will not be an exclusive remedy and all other remedies will be available to either party whether or not the Addendum is terminated. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

## 9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

**10. UNITED STATES GOVERNMENT USE.** The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under the Federal Acquisition Regulations and agency supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in System Data and Computer Software clause at DFAR 252.227-7013 et. seq. or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at DFAR 52.227-19, as applicable.

**11. EXPORT RESTRICTIONS.** You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

## 12. MISCELLANEOUS.

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights, trade secrets, and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.6 This EULA, together with the Lexis *for* Microsoft Office Addendum, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject. In the event that you are required to accept any "click-through" license terms at the time of download of the Software or otherwise, the terms of such click-through shall control over any conflicting terms set forth in this EULA.

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.



LexisNexis®

NALM - 1-20

Rider No. 1 to Subscription Agreement  
and/or Amendment  
between Subscriber and LexisNexis

Subscriber Name:	City of Jersey City
Subscriber Participating Billgroup(s):	TBD
Begin date of Amendment:	Activation

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	NUMBER OF USERS TO SHEPARD'S
(11)	Mega Verdicts & Expert Witness	ZZYW8J	0
(12)	Employment Law - Matthew Bender	MBEMP1	0
(13)	All LN New Jersey Forms	ZZYX63	0
(14)	Collier on Bankruptcy	MB0015	0
(15)	ALR/ AmJur	ZZYWVI	0
(16)			0
(17)			0
(18)			0
(19)			0
(20)			0
(21)			0
(22)			0
(23)			0
(24)			0
(25)			0



This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and \_\_\_\_\_ ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

**1. Term.**

The term of this Addendum (the "Addendum") shall be coterminous with the Agreement.

**2. Governing Law; Applicable Law.**

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State law.

**3. Non-Appropriation of Funds.**

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

**4. Miscellaneous.**

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

**AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_  
SUBSCRIBER  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**LexisNexis, a division of Reed Elsevier Inc.**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



**LEXISNEXIS CUSTOMER CREDENTIALING PROCESS FORMS  
(FORM II: PUBLIC RECORDS ACCESS, REGULATED DATA 5(B))**

In order to provide you with access to the Online Services and to certain types of information, LN must conduct credentialing of your account as described in the LN Subscription Agreement and this Form II. You agree to cooperate with LN to produce all relevant records and documentation that are reasonably requested by LN herein or in any subsequent review of your account. Your failure to cooperate with LN or your unsuccessful credentialing may result in LN denying you access to public records and/or regulated data. LN respects the privacy of your information. Information obtained during the credentialing process will only be used for compliance related matters. For more detailed information, please see LN's Privacy Statement at <http://www.lexisnexis.com/terms/privacy>. At LN, we believe that information, used responsibly, provides tremendous benefits to society, businesses, government agencies and consumers. LN provides its products and services in compliance with all applicable laws, rules and regulations. In turn, LN may only provide access to its products and services to organizations that provide assurances to LN that they will use the services in compliance with all applicable laws. Some of LN services include highly sensitive, personally identifiable information and LN takes its obligation to safeguard this information very seriously.

Please provide the following information for your organization:

**PURPOSE OF USE OF PUBLIC RECORDS INFORMATION**

Describe

**REQUIRED DOCUMENTS**

One (1) of the following active documents:

- Professional License or Regulated License (required if your organization is professionally regulated)
- Secretary of State business filing such as Articles of Incorporation, Articles of Organization, LLC, or LLP
- 501 (c)(3) Certification (issued by the IRS or State Revenue Dept.)

OR

Two (2) active documents from the following four (4) bulleted items – only one document from within each bullet allowed:

- One of: Business License, Occupational License or equivalent business document issued by the city, county or state licensing jurisdiction
- One of: Commercial Insurance Policy Declaration Page OR Current phone bill (within 60 days)
- One of: FEIN letter issued by IRS OR a completed W-9 form
- One of: Sales Tax Registration OR Franchise Tax Certificate

If your organization has been in business for less than six (6) months, please provide copies of two (2) of the following documents in the name of the organization at the address listed below:

- Current utility bill (electric, gas, water or phone within the last sixty (60) days)
- Current bank statement (within the last sixty (60) days)
- Proof of commercial insurance
- Lease agreement or property ownership document

For Collection Agencies & Private Investigators only:

- Collections\* – Number of Collectors
- Private Investigators\* – Number of Investigators

\*Privately owned collections companies must provide a copy of at least one owner's driver's license.

\*Privately owned private investigation companies must provide a copy of at least one owner's driver's license.

**MAIN CONTACTS**

As part of the credentialing process LN needs certain information about your Main Contact(s) as the Main Contact(s) may have access to sensitive password and identification numbers assigned to your Authorized Users. In addition, an individual designated as a Main Contact will be designated by your organization to verify account information and request changes to account information. Credentialing will be performed on individual(s) listed below, as well as the organization. Please note that the credentialing process may include telephone or email contact with the individual(s) listed below as well as the organization; please provide main customer telephone number and email address through which the Main Contact may be reached.

For credentialing purposes only, each Main Contact **must provide two of the three** following pieces of information requested below (numbered 1 -3).

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_  
Title \_\_\_\_\_ Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_  
IP Address \_\_\_\_\_  
1. Full date of birth \_\_\_\_\_  
2. Complete Home Address \_\_\_\_\_  
3. First five digits of your Social Security number \_\_\_\_\_

**ADDITIONAL ADMINISTRATOR OR CONTACT INFORMATION (Optional) - Please refer to preceding text for additional information.**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_  
Title \_\_\_\_\_ Telephone \_\_\_\_\_  
Email Address \_\_\_\_\_  
IP Address \_\_\_\_\_  
1. Full date of birth \_\_\_\_\_  
2. Complete Home Address \_\_\_\_\_  
3. First five digits of your Social Security number \_\_\_\_\_

**SITE VISIT INFORMATION**

Site visits may be required for any Customer. Should a site visit be required, Customer agrees to authorize the site visit and to cooperate in the site visit. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed above.

Site Visit	Contact
Contact _____	Phone _____
Contact Email _____	

**\*Additional Information Required for Sole Proprietors and Partnerships Only**

Each customer that is a Sole Proprietor or a General Partner of a Partnership must provide two (2) of the three (3) pieces of information requested below unless this information has already been provided for the Sole Proprietor or General Partner above :

1. Name _____	2. Name _____
First five (5) digits of SSN _____	First five (5) digits of SSN _____
Full date of birth _____	Full date of birth _____
Home address _____	Home address _____
3. Name _____	4. Name _____
First five (5) digits of SSN _____	First five (5) digits of SSN _____
Full date of birth _____	Full date of birth _____
Home address _____	Home address _____

**PERMISSIBLE USE CERTIFICATIONS**

In order to access data that is regulated by certain Federal or State laws, each customer must certify to LN that it has a permissible purpose under the applicable acts to use the regulated data as described more fully below. Customers may choose the manner in which it they certify their permissible use to LN pursuant to the two options below.

**OPTION 1:** Customer may opt to allow the display of all of the GLBA and DPPA permissible purposes (set forth below) online to their internal users. At login, users will be required to certify to the specific, appropriate permissible use that permits their particular search or searches from the available subset of permissible purposes displayed when accessing the LN Services.

Please check here to select Option 1:

**OPTION 2:** Customers may opt to limit or restrict the GLBA and DPPA permissible purposes that will be displayed to and selected by their internal users. At login, users will still be required to certify the specific, appropriate permissible use that governs their particular search or searches from the available subset of permissible purposes displayed when accessing the LN Services.

Please check here to select Option 2:

If a Customer prefers Option 2, Customer should certify the permissible purpose(s) below for GLBA and DPPA that should be displayed to its users by checking the appropriate boxes below. Only the permissible purposes checked below will then be displayed to the Customer's users.

**GLBA Permissible Purpose (Option 2 Only)**

Some LN Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its' implementing regulations (collectively, "GLBA"). The undersigned customer ("Customer") certifies it has the permissible use under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will only use such information obtained from LN Services for one or more of the purposes selected below, or, if applicable, for the purpose indicated by Customer electronically while using the LN Services:

**Only customers selecting Option 2 (see above) should select the appropriate permissible purposes below which will be made available to their internal users when accessing the LN Services.**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | No permissible use.  |
| <input type="checkbox"/> | 1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.   |
| <input type="checkbox"/> | 2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.  |
| <input type="checkbox"/> | 3. In required institutional risk control programs.  |
| <input type="checkbox"/> | 4. In resolving customer disputes or inquiries.  |
| <input type="checkbox"/> | 5. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.  |
| <input type="checkbox"/> | 6. Use by persons, acting in a fiduciary or representative capacity on behalf of the consumer.   |
| <input type="checkbox"/> | 7. In complying with federal, state or local laws, rules, and other applicable legal requirements.   |
| <input type="checkbox"/> | 8. To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety. |

**Section B: DPPA Permissible Purpose (Option 2 Only)**

Some LN Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such information, as marked below, and Customer further certifies it will only use such information obtained from the LN Services for one or more of the purposes selected below, or, if applicable, for the purpose indicated by Customer electronically while using the LN Services:

**Only Customers selection Option 2 (see above) should select the appropriate permissible purposes below which will be made available to their internal users when accessing the LN Services.**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | No permissible use.  |
| <input type="checkbox"/> | 1. In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation.   |
| <input type="checkbox"/> | 2. To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud. |
| <input type="checkbox"/> | 3. Use by a government agency but only in carrying out its functions.  |
| <input type="checkbox"/> | 4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions.  |
| <input type="checkbox"/> | 5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting.  |
| <input type="checkbox"/> | 6. In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).   |
| <input type="checkbox"/> | 7. Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accrurit only.)    |

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will only use the information obtained from the Online Services governed by this Permissible Use Certification section in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

**CUSTOMER RESPONSIBILITIES**

Customer will implement policies and procedures to prevent unauthorized use of LN identification numbers (a "LN ID") and the Online Services and will immediately notify LN, in writing to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a LN ID or the Online Services (or data derived directly or indirectly therefrom including QA Data, collectively "LN Data") is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. If Customer, any of Customer's Authorized Users (as defined in the LN Subscription Agreement), or any person Customer or Customer's Authorized Users permit to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use LN Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, Customer will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) Customer will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the LN Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) Customer will be solely liable for all claims that may arise from a Security Event caused by Customer, Customer's Authorized Users or a User and Customer will indemnify LN for any third party claims, demands, judgments, settlements costs and expenses (including reasonable attorney's fees arising from the Security Event); and (e) all notifications and indemnity claims related to the Security Event will be solely at Customer's expense. For Federal government customers, the foregoing shall apply to the extent authorized by the Federal Tort Claims Act, 23 USC §§ 1346 and 2680, and the Anti-Deficiency Act, 31 USCS §1341. For State of local government customers, the foregoing shall apply to the extent authorized by the local State law.

**SIGNATURE**

This credentialing form is executed against, and becomes part of Customer's LN Subscription Agreement. Customer acknowledges by signing below that completion of this document does not guarantee successful credentialing or that LN will be able to provide Customer with access to public records materials, including regulated public records materials. Customer agrees to recertify its permissible uses certifications upon the written request of LN. Customer agrees that the Main Contact and the Site Visit Contact may be contacted and Customer agrees to provide additional information, if needed, in order to process this credentialing request. In the event of any conflict or inconsistency between the terms of this document and the LN Subscription Agreement, any such conflict shall be construed as narrowly as possible in favor of this document.

**By signing below, you represent that you are an authorized representative of Customer and that the foregoing information is true and accurate to the best of your knowledge.**

CITY OF JERSEY CITY (Customer)

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Thank you for selecting LexisNexis as your provider of information for making business decisions. We look forward to working with you! As part of our credentialing process, we are contractually required by our data partners to gather certain information regarding our customers to ensure that we're providing data only to legitimate businesses. To do that, we may need to contact a vendor that you use to verify your business relationship with the vendor. This form serves as written consent giving permission for LexisNexis to contact your listed vendors.

**Applicant MUST complete #1 AND #2**

**1. Complete the following information for your company. Be sure to include your signature:**

Date: _____	Address: _____
Company Name: _____	City, State, Zip: _____
DBA: _____	Phone: _____
LN Account #: _____	Title: _____
Print Name: _____	_____
Signed: _____	_____

**2. Please list at least 1 current Business to Business Vendor Reference for verification:**

Company Name: _____	Address: _____
DBA: _____	City, State, Zip: _____
Contact Name: _____	Phone: _____
_____	Fax: _____
Account # (if appl.): _____	Email: _____

Company Name: _____	Address: _____
DBA: _____	City, State, Zip: _____
Contact Name: _____	Phone: _____
_____	Fax: _____
Account # (if appl.): _____	Email: _____

**3. Please fax this completed form to: (type return fax #)**

*The sole use of this information is for **credentialing purposes only**. This information will not be sold to or shared with outside businesses or be used in any of our data products or for any marketing purposes.*

**BELOW THIS LINE FOR LEXISNEXIS CREDENTIALING DEPARTMENT USE ONLY**

**FOR COMPLETION BY BUSINESS TO BUSINESS VENDOR**

The company listed in #1 (above) has provided your name as a business reference. Please complete and sign this section of the form and fax it to: \_\_\_\_\_

Vendor contact name (printed): \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Do you have a business relationship with the company shown above? (Please check one)  Yes  No



LexisNexis, a division of Reed Elsevier Inc. ("LN") and CITY OF JERSEY CITY ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") between LN and Subscriber by adding to the Agreement the following terms and conditions (the "Amendment").

APPROPRIATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

CITY OF JERSEY CITY

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

(REVISED 4/13)

**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.

**EXHIBIT A (Continuation)**

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

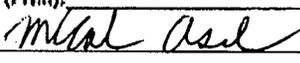
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Micah Asch

Representative's Signature: 

Name of Company: LexisNexis, a division of Reed Elsevier Inc.

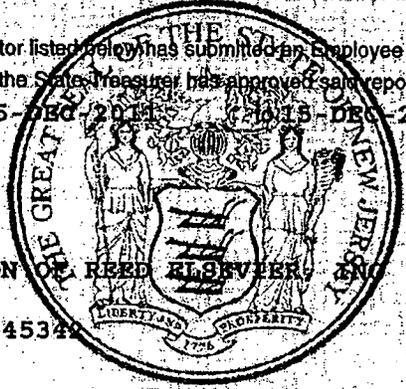
Tel. No.: 800-227-9597

Date: 5/3/13

Certification 27398

**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-DEC-2013** to **15-DEC-2014**.



LEXIS-NEXIS, A DIVISION OF REED ELSEVIER  
9443 SPRINGBORO PIKE  
MIAMISBURG OH 45342

  
Andrew P. Sidamon-Eristoff  
State Treasurer

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

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

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

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

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

Representative's Name/Title Print): Micah Asch, Proposal Manager  
Representative's Signature: Micah Asch  
Name of Company: LexisNexis, a division of Reed Elsevier Inc.  
Tel. No.: 800-227-9597 Date: May 3, 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 : LexisNexis, a division of Reed Elsevier Inc.  
Address : 9443 Springboro Pike, Miamisburg, OH 45342  
Telephone No. : 800-227-9597  
Contact Name : Micah Asch

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: LexisNexis, a division of Reed Elsevier Inc.

Address: 9443 Springboro Pike, Miamisburg, OH 45342

Telephone No. : 800-227-9597

Contact Name: Micah Asch

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



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** REED ELSEVIER INC.  
**Trade Name:** LEXIS-NEXIS  
**Address:** 744 BROAD STREET, 8TH FLOOR  
NEWARK, NJ 07102-3803  
**Certificate Number:** 0093729  
**Effective Date:** August 25, 1986  
**Date of Issuance:** May 03, 2013

**For Office Use Only:**  
20130503094212068

**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 LexisNexis, a division of Reed-Elsevier Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding May 3, 2013, or award date (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 LexisNexis, a division of Reed Elsevier 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: LexisNexis, a division of Reed Elsevier Inc.

Signed: *Brian Murphy* Title: Proposal Writer

Print Name: Brian Murphy Date: May 3, 2013

Subscribed and sworn before me  
this 3 day of May, 2013.  
My Commission expires:

*Micah S. Asch*  
Micah S. Asch (Affiant)  
(Print name & title of affiant) (Corporate Seal)



MICAH S. ASCH, Notary Public  
In and for the State of Ohio  
Commission Expires Nov. 2, 2015

\* To the best of my knowledge

\*\*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**

LexisNexis, a division of Reed Elsevier Inc.

**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 Pulop
Lavatro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
BFO 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
None	

**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: LexisNexis, a division of Reed Elsevier Inc.  
 Signed: *Brian Murphy* Title: Proposal Writer  
 Print Name: Brian Murphy Date: 5/3/12

Subscribed and sworn before me this 3<sup>rd</sup> day of May, 2012.

My Commission expires: MICAH S. ASCH, Notary Public  
In and for the State of Ohio  
Commission Expires Nov. 2, 2015

*Micah S. Asch*  
Micah S. Asch (Affiant)  
 (Print name MICAH S. ASCH) Notary Public Seal  
In and for the State of Ohio  
Commission Expires Nov. 2, 2015





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

City Clerk File No. \_\_\_\_\_ Res. 13-374

Agenda No. \_\_\_\_\_ 10.T

Approved: \_\_\_\_\_ MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year terms; and

**WHEREAS**, Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18; and

**WHEREAS**, the contractors have been performing the services in an effective and efficient manner; and

**WHEREAS**, a resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance; and

**WHEREAS**, the Revised Living Wage Ordinance 12-090 was adopted on July 18, 2012; and

**WHEREAS**, Resolution No. 12-442, approved on June 13, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, Resolution No. 12-897, approved on December 19, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective May 1, 2013 while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, the total cost of the contract extensions is **two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48); and**

**WHEREAS**, funds in the amount of **\$45,000.00** are available in **Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-314.**

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

<b>Vendor:</b>	<b>Location:</b>	<b>Ext. Amt:</b>
Chuk's Professional Cleaning, Inc.	<b>Block 1:</b> - Police HDQ- 1 Journal Square - Health Clinic, 115 Christopher Col. Dr.	\$29,708.83
Chuk's Professional Cleaning, Inc	<b>Block 3:</b> - South District, 191 Bergen Avenue - Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av	\$15,010.79
Chuk's Professional Cleaning, Inc	<b>Block 5:</b> - West District, 576 Communipaw Ave. - Juvenile Bureau, 130 Cator Ave.	\$15,010.79
Chuk's Professional Cleaning, Inc	<b>Block 11:</b> - Public Works Compound, Route 440  - Blood Cleanup / Miscellaneous	\$42,739.06
		\$2,985.48
		<b>\$105,454.95</b>
United Service	<b>Block 2:</b> -284 Central Ave. ( North District ) - 28 Paterson Street	\$14,458.83
United Service	<b>Block 8</b> - 400 Sip Ave, Recreation Facility - 100 Philips St. ( JCPD Car Pound )  <b>FLOOR CARE AT:</b> -140 MLK Drive ( Community Center ) - 715 Summit Avenue and Pershing Field	\$14,534.41
		\$4,741.85
		<b>\$33,735.09</b>
Temco Building Maintenance	<b>BLOCK 4:</b> - 207 7 <sup>th</sup> Street ( East District ) - 465 Marin Blvd ( Fire HQ )	\$15,076.99
	<b>BLOCK 6:</b> - 280 Grove Street ( City Hall )	\$45,231.48
	<b>BLOCK 7:</b> - 365 Summit Avenue ( Municipal Court )	\$30,154.49
	<b>BLOCK 9 :</b> - 1 Journal Square Plaza	\$15,076.99
	<b>BLOCK 10:</b> - 100 Cornelison Ave ( Motorcycle Squad ) - HUB ( Human Resources ) - WIC, Commerce, Immunization, HEDC Offices	\$30,154.49
		<b>\$135,694.44</b>

(Continued on page 3)

City Clerk File No. Res. 13-374

Agenda No. 10.T MAY 29 2013

TITLE: **RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

<u>Vendor:</u>	<u>Locations:</u>	<u>Purchase Order #</u>	<u>Amount</u>
Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109	<u>Block #s :</u> 1, 3, 5, 11	PO <u>109983</u>	\$15,000.00
United Service 482 Forest Street Kearny, NJ 07032	<u>Block #:</u> 2,8	PO <u>109984</u>	\$5,000.00
Temco Building One Park Avenue New York, NY 10016	<u>Block #:</u> 4,6,7,9,10	PO <u>109985</u>	\$25,000.00
<b>Temp. Encumbrancy</b>			<b>\$45,000.00</b>

**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 extend the contracts with Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The contract extensions are on a month to month basis not to exceed six months effective as of May 1, 2013, and the total cost of the contracts shall not exceed **\$274,884.48**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 permanent budget; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Street Operating Account No. 13-01-201-26-291-314** for payment of the above resolution.

RWH/sb  
April 9, 2013

APPROVED: Rodney Hadley 5/16/13 APPROVED AS TO LEGAL FORM

APPROVED: Rodney W. Hadley, Director, Department of Public Works  
Business Administrator Corporation Counsel

J.A. 5/22/13

Certification Required   
Not Required

**APPROVED 9-0**

<b>RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13</b>											
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.

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 EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET 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 Buildings and Street Maintenance.

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

To provide janitorial services.

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

RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

**5. Anticipated benefits to the community:**

To provide janitorial services.

**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 contract extension is two hundred and seventy four thousand eight hundred and eighty dollars and forty eight cents (\$274,884.48).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

October 31, 2013.

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

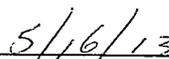
John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Buildings and Street 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

  
Date:

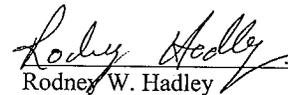
CERTIFICATION OF RODNEY W. HADLEY

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 EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF MAY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract extension is \$274,884.48.
4. The funds are available in Buildings and Street Maintenance operating Account No. 01-201-26-315-314.
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: \_\_\_\_\_

5/16/13



\_\_\_\_\_  
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

May 21, 2013

President and Members of the Municipal Council  
City Hall – 280 Grove Street  
Jersey City, NJ 07302

**RE: Contract Extension (Janitorial Services at various locations)**

Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City. The bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year terms. Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18. A resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance.

The Revised Living Wage Ordinance 12-090 was adopted on July 18, 2012. Resolution No. 12-442, approved on June 13, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48. A second extension was required. Resolution No. 12-897, approved on December 19, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48. It is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective May 1, 2013 while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance. The total cost of the contract extensions is **two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48).**

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



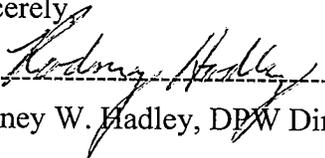
575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

Funds are available in **Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-314.**

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

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

City Clerk File No. Res. 12-897

Agenda No. 10.Z.36

Approved: DEC 19 2012

TITLE:



**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year term; and

WHEREAS, Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18; and

WHEREAS, the contractors have been performing the services in an effective and efficient manner; and

WHEREAS, a resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance; and

WHEREAS, the Revised Living Wage Ordinance 12-090 was adopted on July 18, 2012; and

WHEREAS, Resolution No. 12-442, approved on June 13, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

WHEREAS, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed six (6) months effective November 1, 2012 while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, the total cost of the contract extensions is two hundred and seventy four thousand eight hundred and eighty four dollars and forty eight cents (\$274,884.48); and

WHEREAS, funds in the amount of \$19,000.00 are available in Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-314.

WHEREAS, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Vendor:** \_\_\_\_\_ **Location:** \_\_\_\_\_

<b>Ext. Amt:</b>		
Chuk's Professional Cleaning, Inc.	<b>Block 1:</b> - Police HDQ- 1 Journal Square - Health Clinic, 115 Christopher Col. Dr.	\$29,708.83
Chuk's Professional Cleaning, Inc	<b>Block 3:</b> - South District, 191 Bergen Avenue - Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av	\$15,010.79
Chuk's Professional Cleaning, Inc	<b>Block 5:</b> - West District, 576 Communipaw Ave. - Juvenile Bureau, 130 Cator Ave.	\$15,010.79
Chuk's Professional Cleaning, Inc	<b>Block 11:</b> - Public Works Compound, Route 440	\$42,739.06
	- Blood Cleanup / Miscellaneous	\$2,985.48
		<b>\$105,454.95</b>
United Service	<b>Block 2:</b> -284 Central Ave. ( North District ) - 28 Paterson Street	\$14,458.83
United Service	<b>Block 8</b> - 400 Sip Ave, Recreation Facility - 100 Philips St. ( JCPD Car Pound )	\$14,534.41
	<b>FLOOR CARE AT:</b> -140 MLK Drive ( Community Center ) - 715 Summit Avenue and Pershing Field	\$4,741.85
		<b>\$33,735.09</b>
Temco Building Maintenance	<b>BLOCK 4:</b> - 207 7 <sup>th</sup> Street ( East District ) - 465 Marin Blvd ( Fire HQ )	\$15,076.99
	<b>BLOCK 6:</b> - 280 Grove Street ( City Hall )	\$45,231.48
	<b>BLOCK 7:</b> - 365 Summit Avenue ( Municipal Court )	\$30,154.49
	<b>BLOCK 9 :</b> - 1 Journal Square Plaza	\$15,076.99
	<b>BLOCK 10:</b> - 100 Cornelison Ave ( Motorcycle Squad ) - HUB ( Human Resources ) - WIC, Commerce, Immunization, HEDC Offices	\$30,154.49
		<b>\$135,694.44</b>

(Continued on page 3)

City Clerk File No. Res. 12-897

Agenda No. 10.2.36 DEC 19 2012

TITLE:

**RESOLUTION AUTHORIZING EXTENSIONS OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF NOVEMBER 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

Vendor:	Locations:	Purchase Order #	Amount
Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109	Block #: 1, 3, 5, 11	PO <u>108194</u>	\$7,000.00
United Service 482 Forest Street Kearny, NJ 07032	Block #: 2,8	PO <u>108195</u>	\$5,000.00
Temco Building One Park Avenue New York, NY 10016	Block #: 4,6,7,9,10	PO <u>108196</u>	\$7,000.00
Temp. Encumbrancy			\$19,000.00

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 extend the contracts with Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The contract extensions are on a month to month basis not to exceed six months effective as of November 1, 2012, and the total cost of the contracts shall not exceed \$274,884.48;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contracts after the expenditure of funds encumbered in the 2012 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year temporary and permanent budget; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 12-01-201-26-291-314 for payment of the above resolution.

RWH/sb  
October 18, 2012

APPROVED: [Signature]  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.12											
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.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

DEPT. OF PUBLIC WORKS  
DIRECTOR'S OFFICE

~~2012~~

# 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 Office, Public Agency Compliance Officer  
Department of Administration  
Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City, NJ 07302  
Tel: # 201-547-5433  
Fax: # 201-457-5088  
E-mail Address: [ablianJ@jcn.i.org](mailto:ablianJ@jcn.i.org)

DEPT. OF PUBLIC WORKS  
DIRECTOR'S OFFICE

2013 MAY -1 P 12:18

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN Mc GRATH  
DIRECTOR OF BUILDINGS & STREET

RICHARD FREDA  
DIRECTOR OF CUSTODIAL SERVICES



JERRAMIAH HEALY MAYOR

Rodney Hadley  
DIRECTOR OF PUBLIC WORKS

April 4, 2013

Chuk's Professional Cleaning, Inc  
109 Washington Ave.  
Side Office #4  
Belleville, NJ 07109  
Attn: Livinus Mbamara, President

Dear Mr. Livinus,

Please be advised your current Janitorial extension contract for (six) 6 months with the City of Jersey City expires April 30, 2013. However the City is looking forward to extend this contract for (six) 6 months on a month to month basis starting 5/1/2013 until the bids go out for a new contract.  
If you have any questions please feel free to notify the office.

Sincerely,

John McGrath, Director of Buildings & Street Maintenance

cc Rodney Hadley, Director of Department of Public Works  
Richard Freda, Director of Custodial Services  
Silendra Bajjnauth, Fiscal Officer  
Peter Folgado, Purchasing Agent

file

type rf/jl

DEPT. OF PUBLIC WORKS  
DIRECTOR'S OFFICE  
2013 MAY - 1 P 12:18

## EXHIBIT A

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

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:531 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:275.2, or Good faith efforts to meet targeted employment goals determined by the Division, pursuant to N.J.A.C. 17:275.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

## EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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

### EXHIBIT A

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

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

Representative's Name/Title (Print): Lilinus Indamara - President  
Representative's Signature: [Signature]  
Name of Company: Chuk's Professional Cleaning, Inc.  
Tel. No.: 973-759-0014 Date: 4/9/13

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1999 (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 damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Livinus Imbamura, President  
Representative's Signature: [Signature]  
Name of Company: Chuk's Professional Cleaning, Inc.  
Tel. No.: 973-759-0014 Date: 4/19/13

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 : Chuk's Professional Cleaning, Inc.

Address 109 Washington Ave, Belleville, NJ 07109

Telephone No. : 973-759-0014

Contact Name : Livinus Imbamara

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**  
**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 <i>012345</i>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 45			
4. COMPANY NAME Chuk's Professional Cleaning Inc.					
5. STREET 109 Washington Ave.	CITY Belleville	COUNTY Essex	STATE NJ	ZIP CODE 07109	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					
10. PUBLIC AGENCY AWARDDING CONTRACT <i>City of Jersey City</i>		CITY <i>Jersey City</i>	COUNTY <i>Hudson</i>	STATE <i>NJ</i>	ZIP CODE <i>07305</i>
Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER		

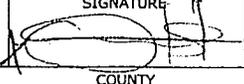
**SECTION B - EMPLOYMENT DATA**

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

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	All Employees			***** MALE *****						***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min	
Officials/Managers	2	2	0	2	0	0	0	0	0	0	0	0	0	
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office & Clerical	2	0	2	0	0	0	0	0	1	1	0	0	0	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers (Unskilled)	41	25	16	10	10	0	5	0	8	8	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total employment From previous Report (if any)	32	14	18	8	5	0	0	1	5	13	0	0	0	
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Employment Record	14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED <i>4/3/11</i>
13. DATES OF PAYROLL PERIOD USED FROM: <i>3/10/13</i> TO: <i>3/22/13</i>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Livinus Mbamara	SIGNATURE 	TITLE Owner	DATE 3/21/13		
17. ADDRESS NO. & STREET 109 Washington Ave.	CITY Belleville	COUNTY Essex	STATE NJ	ZIP CODE 07109	PHONE, AREA CODE, NO. 973 - 759 - 0014

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

**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 Chuk's Professional Cleaning, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 2013 (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 Chuk's Professional Cleaning, 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: Chuk's Professional Cleaning, Inc.

Signed: [Signature] Title: President

Print Name: Livinus Mbamara Date: 4/9/13

Subscribed and sworn before me this 9 day of APRIL, 2013.

My Commission expires: 09-06-2017  
[Signature]  
(Affiant)  
Livinus Mbamara President  
(Print name & title of affiant) (Corporate Seal)

**WILLIAM BARRETTA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 9/6/2017**  
William Barretta  
APRIL 9 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

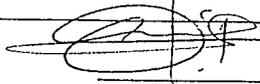
**Part 3 – Signature and Attestation:**

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: CHUK'S PROFESSIONAL CLEANING, INC.  
 Signed: [Signature] Title: President  
 Print Name: Livinus Mboniana Date: 4/9/13

Subscribed and sworn before me this 9 day of APRIL, 2013.

My Commission expires: 09-06-2017

  
 (Affiant) Livinus Mboniana President  
 (Print name & title of affiant) (Corporate Seal)

**WILLIAM BARRETTA**  
**NOTARY PUBLIC OF NEW JERSEY**  
 My Commission Expires 9/6/2017  
*William Barretta*  
 APR 12 2013



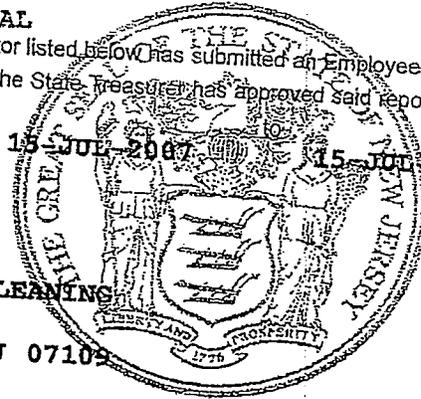


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 2030

**INITIAL**

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



~~15 JUL 2007~~ ~~15 JUL 2014~~

**CHUKS PROFESSIONAL CLEANING**  
**8 DAVIDSON STREET**  
**BELLEVILLE**  
**NJ 07109**



*Bradley Abeler*

State Treasurer

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

**CHUKS PROFESSIONAL CLEANING INC**

TRADE NAME:

ADDRESS:

**8 DAVIDSON ST  
BELLEVILLE NJ 07109**

SEQUENCE NUMBER:

**1219891**

EFFECTIVE DATE:

**06/18/03**

ISSUANCE DATE:

**03/20/06**

FORM-BRC(08-01)

*John E. Tully*  
Director

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



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SEDAMON-ERISTOFF**  
*State Treasurer*

**APPROVED**  
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** as a **Category 2 & 4** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: [www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



Andrew Pantelides  
Assistant Director

Issued: January 4, 2013  
Certification Number: 62051-21

Expiration: January 3, 2016



## State of New Jersey

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### CERTIFIED

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges CHUKS PROFESSIONAL CLEANING INC is a **MBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



A handwritten signature in black ink, reading "Andrew Pantelides".

Andrew Pantelides  
Assistant Director

Issued: December 28, 2012  
Certificate Number: 62027-21

Expiration: December 27, 2015

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.  
0100907113

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on June 18, 2003.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

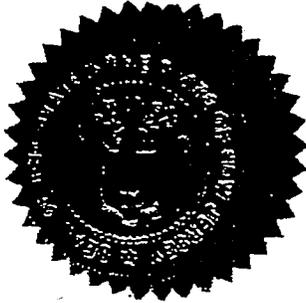
*I further certify that the registered agent and registered office are:*

*Jude O Nkama Esq  
76 Union Avenue  
Suite C 1  
Irvington, NJ 07111 0000*

*Continued on next page . . .*

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
11th day of March, 2006

*Bradley I. Abelow*

Bradley I. Abelow  
Acting State Treasurer

Certificate Number  
663069

Registration Date: 04/28/2012  
Expiration Date: 04/27/2014



# State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
Livinus Mbarara, Owner

Chuk's Professional Cleaning, Inc.  
**2012**

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



# CERTIFICATE OF LIABILITY INSURANCE

CHUKS-2

OP ID: DS

DATE (MM/DD/YYYY)

10/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group, Inc. PO Box 6 Florham Park, NJ 07932 Dale Group	973-377-7000	CONTACT NAME: Danielle Spann	
	973-377-4614	PHONE (A/C, No, Ext): 973-377-7000 FAX (A/C, No): 973-377-4614	
		E-MAIL ADDRESS: danielles@dalegroup.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Chuk's Professional Cleaning Office #4 109 Washington Avenue Belleville, NJ 07109	INSURER A: Guard Insurance Group		31470
	INSURER B: Peerless Insurance Company		24198
	INSURER C: Excelsior Insurance Company		11045
	INSURER D:		
	INSURER E:		
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

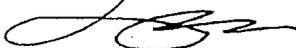
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY			CBP4405072	10/13/12	10/13/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	CU8804498	10/13/12	10/13/13	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CHWC351304	03/19/12	03/19/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property Section			CBP4405072	10/13/12	10/13/13	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

PROOF OF <b>Proof of Insurance</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CHUK'S PROFESSIONAL CLEANING INC.

Carpet & Upholstery Cleaning - Floor Waxing & Buffing

State of the Art Equipment/Professional Technicians

109 Washington Ave., Side Office #4, Belleville, NJ 07109

Tel (973) 759-0014 Toll FREE 1 866-644-0012 Fax (973) 759-0068



## Management Plan

### **Mission Statement:**

To provide the most satisfactory service at the most competitive price.

### **Statement of Quality:**

Chuk's Professional Cleaning, Inc. guarantees to provide 100% satisfaction. Our trained staff will customize a cleaning service program to suit your individual needs. In addition to our professional staff, you will have a cost efficient program with a superior cleaning service.

### **Green Stewardship:**

We are committed to the ideals and practices of environmental responsibility by using products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Please see attached with our proposal a list of MSDS for the chemicals that we use in many of our contracts. Listed below are specific examples of how chemicals are used and implemented:

- in using mops, rags, and other cleaning instruments, we reduce environmental waste by recycling these and similar products by washing and reusing them until they outlast their durability;
- we promote sound and effective environmental practices and awareness of chemical use amongst our employees;
- we try to choose products that have dual purposes to cut down on multiple chemical use;
- one of the highly requested chemicals used on our contracts is CS-7 all purpose cleaner, and is used for various jobs such as cleaning floors and walls;
- we also use chemical products that are biodegradable;
- further, we seek to implement this policy through a comprehensive plan by monitoring and analyzing our performance.

## **Professional Cleaning:**

Chuk's Professional Cleaning, as an insured and bonded company is a reliable cleaning service serving the New Jersey area. We are a leading cleaning service with an outstanding reputation for quality and have provided high quality janitorial and office cleaning to businesses of all sizes (resume and references accompany proposal). Property management, financial managers and building owners in commercial, residential and industrial markets trust us for their most demanding cleaning and janitorial jobs. By choosing us you can be reassured that your facility will be impeccably maintained and will reflect the image you want to project.

## **Our Services:**

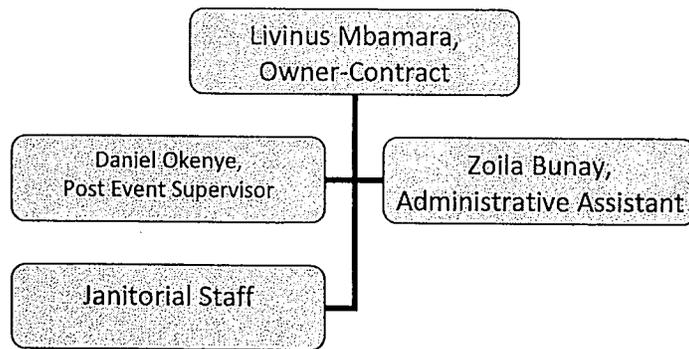
We are located in New Jersey and are readily available at our clients' request for office and residential cleaning: floor cleaning, carpet shampooing and other services to all of the New Jersey area. Our specialties are general office cleaning, floor stripping, waxing, and buffing, carpet shampooing, window cleaning, post-construction cleaning service, and all other cleaning services. Our customers trust us with their facility because we maintain a high standard of service and care. We help our clients customize their needs and budget accordingly for customized services. Our ability to provide service to our customers' complete satisfaction makes us the office cleaning company of choice.

## **Management:**

Chuk's Professional Cleaning, Inc. has several city wide contracts in New Jersey as well as state agency contracts and has consistently kept every contract since our start in this profession. We employ over 29 responsible individuals who are dedicated to learning and expanding their knowledge about the industry. Additionally, at Chuk's Professional Cleaning, Inc., all of our managers and supervisors are employees that have a minimum of 7 years of experience in their field.

These individuals have held these same upper management positions in a variety of contracts the company has been awarded. They continuously demonstrate their skills with their everyday job performance. Also, these managers and supervisors have not only provided the company with their previous experience in the cleaning business, but have improved upon their managerial skills with the guidance of the company's president.

Below please find a list of names of our key employees in managerial positions:



At Chuk's we certify that every job, regardless of how big or small, is our number one priority. We pay special attention to ensuring all floors that need stripping and waxing, and carpets that need shampooing are taken care of immediately. We state this in our bid proposal and pride ourselves in keeping our word. In the event that this contract is awarded to our company, we will ensure that all facilities under contract are maintained at all times with the same care and dedication as we do with every other facility that we currently service.



# CHUK'S PROFESSIONAL CLEANING INC.

Carpet & Upholstery Cleaning - Floor Waxing & Buffing

**State of the Art Equipment/Professional Technicians**

109 Washington Ave., Side Office #4, Belleville, NJ 07109

Tel (973) 759-0014 Toll FREE 1 866-644-0012 Fax (973) 759-0068



## REFERENCES

- 1) City of Jersey City- Jersey City, NJ 07305
  - Police Juvenile Bureau- 139 Cator Avenue:
    - a. Contact: Elsie Morales 201-547-5423
  - Department of Public Works- 575 Route 440:
  - Police Headquarters- 8 Erie Street:
  - West District Police- 576 Communipaw Ave.
  - South District Police- 191 Bergen Ave.
    - a. Contact: John McGrath 201-547-5177
  - Health Clinic- 115 Christopher Columbus Dr.:
    - a. Contact Dorothy Wojcik 201-547-5535
  - Maureen Collier Senior Center- 355 Bergen Avenue:
    - a. Contact: Inez Frye 201-434-3794
  
- 2) NJ Transit- Rail Operations Center- Contact: Richard Green  
Manager of System Operations  
Rail Operations Center  
1148 Newark Turnpike  
Kearny, NJ 07032  
201-246-2961
  
- 3) NJ Transit- MMC building-Contact Jose Rivera  
Manager, Material Purchasing  
Purchasing and Materials Management  
1 Penn Plaza East  
Newark, New Jersey 07105  
Phone # 973-491-7583

4) Roselle Board of Education- Roselle, NJ 07203

a. Contact: Kelvin White, Facilities Manager 908-298-2040 x 2007

- Abraham Clark High School- 122 E 6th Ave
- Leonard V. Moore Middle School- 720 Locust Street
- Grace Wilday Junior High School- 400 Brooklawn Avenue
- Harrison Elementary School- 310 Harrison Ave
- Washington School- 501 Washington Ave
- Charles C. Polk Elementary School- 1100 Warren St
- Administration Building- 710 Locust Street

5) Jersey City Public Safety Communications Building: Contact Julio 201-547-5308  
Support Services  
75 Bishop Street  
Jersey City, NJ 07305

CITY OF  
**JERSEY CITY**

DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS : STREET MAINTENANCE



JOHN MCGRATH  
Director of Buildings & Street

JERRAMIAH HEALY MAYOR

RICHARD FREDA  
DIRECTOR OF CUSTODIAL SERVICES

RODNEY HADLEY  
DIRECTOR OF PUBLIC WORKS

April 4, 2013

United Services Inc  
462 Forest St.  
Kearny, NJ 07032  
Attn: Raymond Pardo, President

Dear Mr. Pardo,

Please be advised your current Janitorial extension contract for (six) 6 months with the City of Jersey City expires April 30, 2013. However the City is looking forward to extend this contract for (six) 6 months on a month to month basis starting 5/1/2013. Until the bids go out for a new contract. If you have any questions, please feel free to notify the office.

Sincerely,

John McGrath, Director of Buildings & Street Maintenance

cc Rodney Hadley, Director Department of Public Works  
Richard Freda, Director of Custodial Services  
Silendra Baijnauth, Fiscal Officer  
Peter Folgado, Purchasing Agent

**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 United Services Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 5/1/15 (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: United Services Inc

Signed Raymond Pardo Title: President

Print Name: Raymond Pardo Date: 4/28/15

Subscribed and sworn before me  
this 28<sup>th</sup> day of April, 2013.  
My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

JAN R. KWAPNIEWSKI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/22/2014

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

**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
Raymond Pardo	82 Hamilton Ave Kearny NJ 07032
Raymond Pardo	87 Bahamas Ave Fairview NJ 07030

**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: United Services Inc  
 Signed: Raymond Pardo Title: President  
 Print Name: Raymond Pardo Date: 4/28/13

Subscribed and sworn before me this 28 day of April, 2013

\_\_\_\_\_  
(Affiant)

My Commission expires:  
**JAN R. KWAPNIEWSKI**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 7/22/2014

\_\_\_\_\_  
 (Print name & title of affiant) (Corporate Seal)



# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

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

Jean F. Abuan  
Affirmative Action Office, Public Agency Compliance Officer  
Department of Administration  
Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City, NJ 07302  
Tel: # 201-547-5433  
Fax: # 201-457-5088  
E-mail Address: [ablianJ@jcn.i.org](mailto:ablianJ@jcn.i.org)

## EXHIBIT A

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

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:531 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:275.2**, or Good faith efforts to meet targeted employment goals determined by the Division, pursuant to **N.J.A.C. 17:275.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

## EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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

### EXHIBIT A

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

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1999 (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 damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Raymond Payco  
Representative's Signature: Raymond Payco  
Name of Company: United Service Inc  
Tel. No.: 201-955-1300 Date: 4/28/13

**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 : United Services Inc  
Address 462 Forest St Kearny NJ 07032  
Telephone No. : 201-955-1500  
Contact Name : Raymond Dando

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
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-JAN-2010 to 15-JAN-2013



UNITED SERVICES, INC.  
462 FOREST ST.  
KEARNY NJ 07032

A handwritten signature in black ink, appearing to be 'A. J. ...'.

Acting State Treasurer

Certificate Number  
589584

Registration Date: 09/13/2012  
Expiration Date: 09/12/2013



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2012**  
United Services Incorporated

Responsible Representative(s):

Ramon Pardo, President  
Anneris Pardo, CEO

Responsible Representative(s):

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 426  
TRENTON, NJ 08625-0324  
PHONE: 609-292-2146 FAX: 609-584-6679

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Comptroller*

ANDREW P. SIDAMONERISTOFF  
*State Treasurer*

**CERTIFIED**

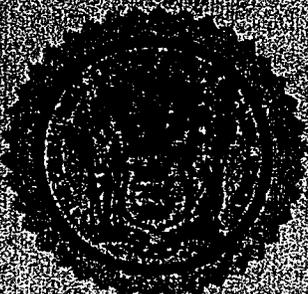
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **UNITED SERVICES INC** is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



*Andrew Pantelides*  
Andrew Pantelides  
Assistant Director

Issued: June 8, 2012  
Certificate Number: 59070-12

Expiration: June 7, 2015

# COUNTY OF HUDSON

## MINORITY AND WOMEN BUSINESS ENTERPRISE

### *Certificate of Registration*



This certifies that United Services, Inc. is a registered business with Hudson County's Office of Minority and Women Business Enterprise Program for the period of January 1, 2011 to December 31, 2013.

*Frances O. Thompson*  
Frances O. Thompson, PhD  
Director, Office of Minority Women & Business Enterprise

*Michelle Richardson*  
Michelle E. Richardson  
Director, Department of Parks & Community Services

THOMAS A. DEGISE  
HUDSON COUNTY EXECUTIVE  
AND THE  
HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** UNITED SERVICES, INC.

**Trade Name:**

**Address:** 462 FOREST STREET  
KEARNY, NJ 07032-3517

**Certificate Number:** 0597637

**Effective Date:** March 15, 1995

**Date of Issuance:** May 16, 2013

**For Office Use Only:**

20130516115122973



## New Jersey Division of Revenue

Revenue | NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0597637 FOR UNITED SERVICES, INC. IS VALID.

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN Mc GRATH  
DIRECTOR OF BUILDINGS & STREET

RICHARD FRED A  
DIRECTOR OF CUSTODIAL SERVICES



JERRAMIAH HEALY MAYOR

Rodney Hadley  
DIRECTOR OF PUBLIC WORKS

April 4, 2013

Temco Services  
1 Madison St. Bldg.D  
E. Rutherford, NJ 07073  
Attn: Eddie Cayas

Dear Mr. Cayas,

Please be advised your current Janitorial extension contract for (six) 6 months with the City of Jersey City expires April 30, 2013. However the City is looking forward to extend the contract for (six) 6 months on a month to month basis starting 5/1/2013 until the bids go out for a new contract.  
If you have any questions, please feel free to notify the office.

Sincerely,

A handwritten signature in black ink, appearing to read 'John McGrath', is written over a horizontal line.

John McGrath, Director of Buildings & Street Maintenance

cc Rodney Hadley, Director Department of Public Works  
Richard Freda, Director of Custodial Services  
Silendra Bajjnauth, Fiscal Officer  
Peter Folgado, Purchasing Agent

file

type rf/jl

**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
Temco Service Industries, Inc.	417 Fifth Avenue, 9th Fl., New York, NY 10016
Herman J. Hellman	15 E. 68th Street #11D, New York, NY 10021

**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: Temco Building Maintenance, Inc.

Signed: [Signature] Title: Contracts' Manager

Print Name: James H. Van Kirk Date: April 30, 2013

Subscribed and sworn before me this <u>30th</u> day of <u>April</u> , 2013	<u>[Signature]</u> (Affiant)
My Commission expires:	<u>Kathleen Taliercio, Notary Public</u> (Print name & title of affiant) (Corporate Seal)

KATHLEEN TALIERCIO  
 Notary Public, State of New York  
 No. 01TA606686  
 Qualified in Queens County  
 Commission Expires November 19, 2013

**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 Temco Building Maintenance, Inc. (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** November 20, 2012. (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 Temco Building Maintenance, 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: Temco Building Maintenance, Inc.

Signed: [Signature] Title: Contracts' Manager

Print Name: James H. Van Kirk Date: April 30, 2013.

Subscribed and sworn before me  
this 30th day of April, 2013.

My Commission expires:

KATHLEEN TALIERCIO  
Notary Public, State of New York  
No. 01TA606686  
Qualified in Queens County  
Commission Expires November 19, 2013

[Signature]  
(Affiant)  
Kathleen Taliercio, Notary Public  
(Print name & title of affiant) (Corporate Seal)

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

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

The contractor and the Department of Public Works of the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1999 (the "Act") (42 U.S.C. 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 damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**Representative's Name/Title Print):** James H. Van Kirk/Contracts' Manager  
**Representative's Signature:**   
**Name of Company:** Temco Building Maintenance, Inc.  
**Tel. No.:** 212.251.7882 **Date:** April 30, 2013



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:531 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:275.2, or Good faith efforts to meet targeted employment goals determined by the Division, pursuant to N.J.A.C. 17:275.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

## EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C.17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Service and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

**Representative's Name/Title (Print):** \_\_\_\_\_

James H. Van Kirk/Contracts Manager

**Representative's Signature:** \_\_\_\_\_

**Name of Company:** Temco Building Maintenance, Inc.

**Tel. No.:** 212-251-7882

**Date:** April 30, 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 :

Temco Building Maintenance, Inc.

Address

One Madison Street, Bldg. D, East Rutherford, NJ 07073

Telephone No. :

212-251-7882

Contact Name :

James H. Van Kirk

Please check applicable category :

Minority Owned Business (MBE)     Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)     Neither x

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

Certification 40383

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2010** to **15-AUG-2013**

**TEMCO SERVICE INDUSTRIES, INC.**  
**1 PARK AVENUE**  
**NEW YORK**

**NY 10016**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff", is written over the seal and extends to the right.

Andrew P. Sidamon-Eristoff  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TEMCO BUILDING MAINTENANCE INC.

**Trade Name:**

**Address:** 1 PARK AVE  
NEW YORK, NY 10016

**Certificate Number:** 0401318

**Effective Date:** January 16, 1963

**Date of Issuance:** March 27, 2009

**For Office Use Only:**

20090327150428998

Registration Date: 05/21/2013  
Expiration Date: 05/20/2015

Certificate Number  
624618



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Temco Building Maintenance, Inc.

**Responsible Representative(s):**

Henik Thomassian, President  
Michael Gilligan, Secretary  
Herman Hellman, Chairman

**Responsible Representative(s):**

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

City Clerk File No. Res. 13-375

Agenda No. 10.U

Approved: MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR WINCHESTER AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

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

**WHEREAS**, the Department of Police is in need of **Winchester Ammunition** for Public Safety; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Atlantic Tactical of New Jersey, 14 Worlds Fair Drive, Unit H, Somerset, New Jersey 08873 is the only authorized vendor in the state of New Jersey and is in possession of State Contract No. A81297, submitted a proposal for Winchester Ammunition; and

**WHEREAS**, funds are available for this contract in Police Department's Public Safety Operating Account;

Account	P.O. #	State Contract	Total Contract
01-201-25-240-218	109742	A81297	\$83,715.75

**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 **Atlantic Tactical of New Jersey**, 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

*J.A.*  
*5/29/13* **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)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR WINCHESTER AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

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

**WHEREAS**, Atlantic Tactical of New Jersey has completed and submitted a Business Entity Disclosure Certification which certifies that Atlantic Tactical of New Jersey 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 Atlantic Tactical of New Jersey 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 01-201-25-240-218.

Account	P.O. #	State Contract	Total Contract
01-201-25-240-218	109742	A81297	\$83,715.75

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
4/18/13

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

Robert Byrne  
Robert Byrne, City Clerk

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

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

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR WINCHESTER AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

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:**

PURCHASE OF WINCHESTER AMMUNITION FOR THE JERSEY CITY POLICE DEPARTMENT

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

PUBLIC SAFETY AND MANDATORY CERTIFICATION OF SWORN POLICE OFFICERS.

5. **Anticipated Benefits to the Community:**

PUBLIC SAFETY AND OFFICERS QUALIFIED IN THE USE AND SAFETY OF THEIR WEAPONS.

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.)**

EIGHTY THREE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND SEVENTY FIVE CENTS (\$83,715.75).

7. **Date Proposed Program or Project will Commence:**

MAY 1, 2013

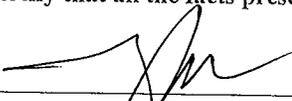
8. **Anticipated Completion Date:**

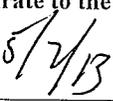
DECEMBER 31, 2013

9. **Person Responsible for Coordinating Proposed Program/Project:**

PAUL PAUCHAK, JERSEY CITY POLICE RANGE MASTER

I certify that all the facts presented herein are accurate to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1113866 FOR ATLANTIC TACTICAL INC IS VALID.



# ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES  
 14 Worlds Fair Drive, Somerset NJ 08873  
 732-377-3297 • FAX 732-537-0007



SALES QUOTE	
SQ-90109904	4/17/2013



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

<b>Customer</b> Jersey City PD City of Jersey City 1 Journal Square Plaza JERSEY CITY NJ 07306 Tel: (201)-547-5432	<b>Contact</b>	<b>Ship To</b>
---	----------------	----------------

<b>Account</b> 203699	<b>Terms</b> Uses Voucher System	<b>Due Date</b> 5/17/2013	<b>Account Rep</b> Rich Slack	<b>Schedule Date</b> 4/17/2013
<b>Quotation</b> SQ-90109904	<b>PO #</b>	<b>Reference</b>	<b>Ship VIA</b>	<b>Page</b> 1
				<b>Printed</b> 4/17/2013

L	Item	Description	Qty	Price	UM	Discount	Amount
1	2 WINRA45T	Ranger .45 230gr. T-Series Case of 500	250.0	\$182.51	10C		\$45,627.50
3	WINRA9T	Ranger 9mm 147gr. T-Series-Case of 500	200.0	\$127.66	10C		\$25,532.00
4	WINRA223R2	Ranger .223 64gr. PowerPoint-Case of 200	125.0	\$100.45	10C		\$12,556.25
5							
6		NOTE: NO SHIPPING CHARGES ON WINCHESTER AMMO PICKED UP AT OUR NJ RETAIL STORE OR ON (6) CASE MIN. DROP SHIPS FROM THE WHINCHESTER FACTORY.					
7							
8		Quoted prices per NJ State Contract # A81297					
9		Quoted price valid till 4-30-2013					
10		Prices subject to change after 4-30-2013					

Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.

Thank You Again,

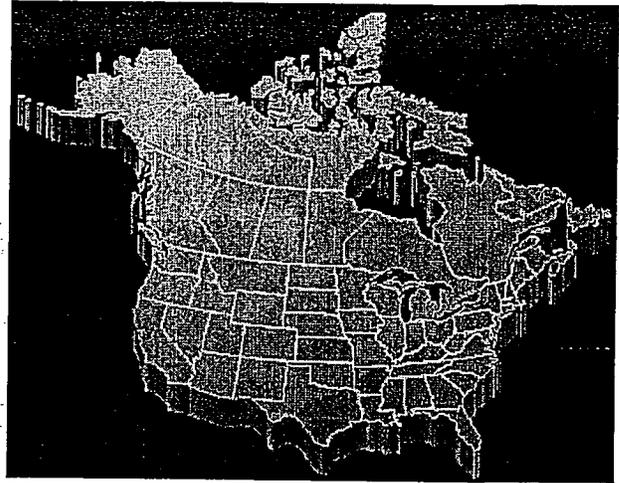
<b>Tax Details</b> EXEMPT \$0.000	<b>Taxable</b> \$0.00
	<b>Total Tax</b> \$0.00
	<b>Exempt</b> \$83,715.75
	<b>Total</b> \$83,715.75
<b>Payment Details</b> 01/01/00 \$0.00	<b>Balance</b> \$83,715.75

## DISTRIBUTOR LOCATOR

Enter your zip/postal code or city and state/province to find a Winchester Ammunition Retailer near you. The search results provide contact info and a map of the store's location.

New Jersey

[Reset \(javascript:WebForm\\_DoPostBackWithOptions\(new](#)



[WebForm\\_PostBackOptions\("ctl00\\$PlaceHolderMain\\$distSearchCtl\\$DistributorResetButton", "", true, "", "", false, true\)\)\)](#)  
[Go \(javascript:WebForm\\_DoPostBackWithOptions\(new](#)  
[WebForm\\_PostBackOptions\("ctl00\\$PlaceHolderMain\\$distSearchCtl\\$DistributorSearchButton", "", true, "", "", false, true\)\)\)](#)

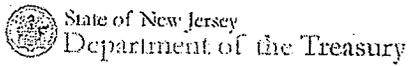
Please contact your local distributor for law enforcement ammunition sales inquires.

### Distributor for New Jersey

Atlantic Tactical - NJ  
14 World's Fair Drive-  
Unit H  
Somerset New Jersey  
08873  
Phone: 800-781-2677  
Fax: 732-537-0007  
Email:

[www.AtlanticTactical.com](http://www.AtlanticTactical.com)  
(<mailto:www.AtlanticTactical.com>)

Copyright © 2013 Winchester Ammunition



— Division of Purchase and Property —

**Notice of Award  
Term Contract(s)**

**T-0106  
POLICE AND HOMELAND SECURITY EQUIPMENT  
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JACKIE KEMERY

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [State Contract Manager Adobe PDF \(7 kb\)](#)
- [Price List Link](#)
- [Subcontractor List Excel Document \(90 kb\)](#)
- [Amendment #1 - Product Addition Adobe PDF \(76 kb\)](#)
- [Amendment #2 - Product Addition Adobe PDF \(30 kb\)](#)
- [Amendment #3 - Additional Distributors Adobe PDF \(28 kb\)](#)
- [Amendment #4 - Product Addition Adobe PDF \(14 kb\)](#)
- [Amendment #5 - Product Addition Adobe PDF \(6 mb\)](#)
- [Amendment #6 - Product Addition Adobe PDF \(24 kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF \(12 kb\)](#)
- [Amendment #8 - Product Addition Adobe PDF \(48 kb\)](#)
- [Amendment #9 - Additional Distributors Adobe PDF \(15 kb\)](#)
- [Amendment #10 - Product Cancellation Adobe PDF \(44 kb\)](#)
- [Amendment #11 - Product Addition Adobe PDF \(46 kb\)](#)
- [Amendment #12 - Product Addition Adobe PDF \(130 kb\)](#)
- [Amendment #13 - Additional Distributors Adobe PDF \(12 kb\)](#)
- [Amendment #14 - Product Addition Adobe PDF \(26 kb\)](#)
- [Amendment #15 - Price List Update Adobe PDF \(166 kb\)](#)

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.

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

<b>Index #:</b>	T-0106
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 05/01/12 TO: 04/30/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	21817

<b>Bid Open Date:</b>	01/11/12
<b>CID #:</b>	1039379
<b>Commodity Code:</b>	680-04
<b>Set-Aside:</b>	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:**

JACKIE KEMERY	PROCUREMENT SPECIALIST	609-984-6239
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	<b>PUB DATE:</b>	<b>04/04/13</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	ABSOLUTE FIRE PROTECTION 2800 HAMILTON BLVD SO PLAINFIELD, NJ 07080
<b>Contact Person:</b>	ANTHONY AMOROSO
<b>Contact Phone:</b>	908-757-3600
<b>Order Fax:</b>	908-757-3618
<b>Contract#:</b>	81340
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	1% 15 NET 30
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ADAMSON INDUSTRIES 45 RESEARCH DR HAVERHILL, MA 01832
<b>Contact Person:</b>	KIM CONTARINO
<b>Contact Phone:</b>	978-681-0370
<b>Order Fax:</b>	978-975-7168
<b>Contract#:</b>	81337
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	2% 10 NET 30
<b>Delivery:</b>	4 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO

<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ASTROPHYSICS INC 21481 FERRERO PARKWAY CITY INDUSTRY, CA 91789
<b>Contact Person:</b>	FRANCOIS ZAYEK
<b>Contact Phone:</b>	909-598-4588
<b>Order Fax:</b>	909-598-5546
<b>Contract#:</b>	81310
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND, PA 17070
<b>Contact Person:</b>	SEAN M. CONNVILLE
<b>Contact Phone:</b>	717-774-3339
<b>Order Fax:</b>	717-774-4463
<b>Contract#:</b>	81297
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	BATTLEWARE TECHNOLOGIES INC 11263 AIR PARK RD/BLDG B4 ASHLAND, VA 23005
<b>Contact Person:</b>	LE BUNDY
<b>Contact Phone:</b>	804-752-3560
<b>Order Fax:</b>	804-752-3561
<b>Contract#:</b>	81312
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	1% 10 NET 30
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	BLUE LINE EMERGENCY LIGHTING LLC 625 FOREPEAK AVE PO BOX 191 BEACH WOOD, NJ 08722
<b>Contact Person:</b>	FRANK MELILLO
<b>Contact Phone:</b>	732-281-2500
<b>Order Fax:</b>	732-281-2501
<b>Contract#:</b>	81308
<b>Expiration Date:</b>	04/30/15

Vendor: ARMORSHIELD USA LLC						Contract Number: 82179					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE						
00109	COMM CODE: 680-08-082334 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: ARMOR SHIELD  P/L DATED: 1/6/12 - RETAIL/AGENCY	1.000	EACH	35.00%	N/A						
Vendor: ASTROPHYSICS INC						Contract Number: 81310					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE						
00250	COMM CODE: 257-31-082733 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: ASTROPHYSICS INC.  P/L DATED: 1/1/12 - LIST	1.000	EACH	20.00%	N/A						
Vendor: ATLANTIC TACTICAL INC						Contract Number: 81297					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE						
00009	COMM CODE: 680-04-021196 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER  P/L DATED: 1/1/12 - RETAIL	1.000	EACH	40.00%	N/A						
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE						
00010	COMM CODE: 680-04-021203 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER IN LOTS OF 20,000 PLUS ROUNDS  P/L DATED: 1/1/12 - RETAIL	1.000	EACH	41.50%	N/A						
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE						
00011	COMM CODE: 680-04-021205 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: WINCHESTER - 12 GAUGE 00 BUCK, MAG IN LOTS OF 10,000 RDS & UP  P/L DATED: 1/1/12 - RETAIL	1.000	EACH	40.00%	N/A						
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE						
00022	COMM CODE: 680-52-021225 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION:	1.000	EACH	35.48%	N/A						



# 2012 NJ Law Enforcement List RANGER

CONFIDENTIAL - EFFECTIVE JANUARY 1, 2012

Prices and specifications in this list supersede all previous lists and are subject to change without notice. Applicable F.E.T. is shown to nearest penny. All weights are approximate. Average pellet weight included - 40 lbs.

TERMS: 2% 30 Day, net and past due thereafter.

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/ CASE	CS/ PALLET	BX/ CS	ROUNDS PER			PRICE DELIVERED WITH FET			PRICE DELIVERED W/O FET		
									CASE BOX	IM	/BOX	IM	/BOX	IM	/CASE	/BOX	IM
12 GAUGE	RA1200	RANGER	020892009707	020892009721	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	29	104	3096	10	250	25	\$ 753.44	\$ 188.36	\$ 18.84	\$ 679.43	\$ 169.86	\$ 16.99
12 GAUGE	RA1200S	RANGER	020892013599	020892013605	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	26	72	1952	50	250	5	\$ 1,083.43	\$ 270.87	\$ 5.42	\$ 976.70	\$ 244.18	\$ 4.88
12 GAUGE	RA1200B	RANGER	020892013032	020892013049	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	24	104	2597	10	250	25	\$ 974.63	\$ 243.66	\$ 5.42	\$ 878.59	\$ 219.65	\$ 21.86
12 GAUGE	RA1200BS	RANGER	020892013575	020892013582	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	26	72	1952	50	250	5	\$ 1,049.87	\$ 262.47	\$ 5.25	\$ 946.41	\$ 236.60	\$ 4.73
12 GAUGE	RA1200HD	RANGER	020892015678	020892015685	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	27	104	2862	10	250	25	\$ 1,017.05	\$ 254.26	\$ 5.43	\$ 916.86	\$ 229.21	\$ 22.92
12 GAUGE	RA1200HS	RANGER	020892010963	020892010970	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	26	72	1916	50	250	5	\$ 947.13	\$ 236.78	\$ 4.74	\$ 851.84	\$ 213.46	\$ 4.27
12 GAUGE	RA12RS15S	RANGER	020892020481	020892020498	12 Gauge 2 3/4 inches Ranger Rifled Slug	26	72	1916	50	250	5	\$ 989.54	\$ 247.38	\$ 4.95	\$ 892.05	\$ 223.01	\$ 4.46
223 REM/556 NATO	RA556B	RANGER	020892218666	020892218673	5.56mm 64 grain Ranger Bonded Solid Base	31	91	2901	50	1000	20	\$ 1,379.01	\$ 1,379.01	\$ 27.58	\$ 1,242.78	\$ 1,242.78	\$ 24.86
223 REM/556 NATO	RA223BSTA	RANGER	020892214187	020892214194	55 gr. Supreme® Ballistic Silverb™	7	170	1236	10	200	20	\$ 1,198.00	\$ 239.80	\$ 23.96	\$ 1,078.47	\$ 215.89	\$ 21.59
223 REM/556 NATO	RA223M	RANGER	020892213319	020892213326	69 gr. Match Hollow Point Boatail	7	170	1236	10	200	20	\$ 1,074.86	\$ 214.97	\$ 21.50	\$ 869.53	\$ 193.71	\$ 19.37
223 REM/556 NATO	RA223R	RANGER	020892213333	020892213340	55 gr. Pointed Soft Point	6	170	1168	10	200	20	\$ 920.09	\$ 184.02	\$ 18.40	\$ 829.09	\$ 165.82	\$ 16.58
223 REM/556 NATO	RA223R2	RANGER	020892213357	020892213364	64 gr. Power-Point Knurl	7	170	1202	10	200	20	\$ 928.94	\$ 185.79	\$ 18.58	\$ 837.07	\$ 167.41	\$ 16.74
223 REM/556 NATO	03262	RANGER	N/A	N/A	55 gr. Jacketed Soft Point Tin SuperClean NT®	29	91	2719	50	1000	20	\$ 939.37	\$ 939.37	\$ 18.79	\$ 846.44	\$ 846.44	\$ 16.93
223 REM/556 NATO	RA556M855K	RANGER	020892217720	020892216617	62 gr. Penetrator M855	31	91	2901	50	1000	20	\$ 865.78	\$ 865.78	\$ 17.32	\$ 780.16	\$ 780.16	\$ 15.60
357 SIG	RA357SB	RANGER	020892214750	020892214767	125 gr. Jacketed Hollow Point Bonded	16	140	2250	10	500	50	\$ 860.52	\$ 440.26	\$ 44.03	\$ 793.43	\$ 396.72	\$ 39.67
357 SIG	RA357SIG	RANGER	020892211568	020892211575	125 gr. Jacketed Hollow Point T-Series	16	140	2250	10	500	50	\$ 770.93	\$ 385.46	\$ 38.55	\$ 694.70	\$ 347.35	\$ 34.74
38 SPECIAL +P	RA381HP+	RANGER	020892203211	020892203244	110 gr. Jacketed Hollow Point +P	15	160	2480	10	500	50	\$ 553.84	\$ 276.92	\$ 27.69	\$ 495.12	\$ 248.56	\$ 24.96
38 SPECIAL +P	RA38B	RANGER	020892218192	020892218208	130 gr. Jacketed Hollow Point Bonded	16	160	2640	10	500	50	\$ 633.47	\$ 316.73	\$ 31.67	\$ 570.87	\$ 285.44	\$ 28.54
380 AUTOMATIC	RA380T	RANGER	020892212510	020892212527	95 gr. Jacketed Hollow Point T-Series	12	200	2480	10	500	50	\$ 795.49	\$ 397.74	\$ 39.77	\$ 716.73	\$ 358.39	\$ 35.84
40 SMITH & WESSON	RA40155HP	RANGER	020892214125	020892214132	155 gr. Jacketed Hollow Point	20	140	2810	10	500	50	\$ 519.28	\$ 259.64	\$ 25.96	\$ 468.04	\$ 234.02	\$ 23.40
40 SMITH & WESSON	RA40180HP	RANGER	020892203259	020892203291	180 gr. Jacketed Hollow Point	21	140	3020	10	500	50	\$ 520.33	\$ 260.16	\$ 26.02	\$ 469.00	\$ 234.56	\$ 23.45
40 SMITH & WESSON	RA40B	RANGER	020892214798	020892214804	180 gr. Bonded	21	TBD	TBD	10	500	50	\$ 647.44	\$ 323.72	\$ 32.37	\$ 593.51	\$ 291.76	\$ 29.18
40 SMITH & WESSON	RA40BA	RANGER	020892214774	020892214781	165 gr. Jacketed Hollow Point Bonded	21	140	2950	10	500	50	\$ 635.00	\$ 317.50	\$ 31.75	\$ 572.30	\$ 286.15	\$ 28.62
40 SMITH & WESSON	RA40T	RANGER	020892210080	020892210097	180 gr. Jacketed Hollow Point T-Series	21	140	3020	10	500	50	\$ 545.89	\$ 272.95	\$ 27.29	\$ 492.03	\$ 246.02	\$ 24.60
40 SMITH & WESSON	RA40TA	RANGER	020892212497	020892212503	165 gr. Jacketed Hollow Point T-Series	21	140	2950	10	500	50	\$ 550.35	\$ 275.18	\$ 27.52	\$ 496.04	\$ 248.02	\$ 24.80
45 AUTOMATIC	RA45B	RANGER	020892214811	020892214828	230 gr. Bonded	26	140	TBD	10	500	50	\$ 772.98	\$ 386.49	\$ 38.65	\$ 696.67	\$ 348.33	\$ 34.83
45 AUTOMATIC	RA45T	RANGER	020892210448	020892210455	230 gr. Jacketed Hollow Point T-Series	26	140	3650	10	500	50	\$ 674.99	\$ 337.50	\$ 33.75	\$ 608.39	\$ 304.19	\$ 30.42
45 AUTOMATIC	RA45TP	RANGER	020892213272	020892213289	230 gr. Jacketed Hollow Point T-Series +P	26	140	3720	10	500	50	\$ 677.64	\$ 338.82	\$ 33.88	\$ 610.78	\$ 305.39	\$ 30.54
45 GAP GLOCK AUTOMATIC PISTOL	RA45GB	RANGER	020892217485	020892217492	230 gr. Bonded	26	140	TBD	10	500	50	\$ 1,044.21	\$ 522.10	\$ 52.21	\$ 941.00	\$ 470.50	\$ 47.05
9MM LUGER	RA9115HP+	RANGER	020892202342	020892202368	115 gr. Jacketed Hollow Point +P	14	200	2880	10	500	50	\$ 433.07	\$ 216.53	\$ 21.65	\$ 390.31	\$ 195.15	\$ 19.52
9MM LUGER	RA9121TP	RANGER	020892214248	020892214255	124 gr. Jacketed Hollow Point +P T-Series	15	200	2980	10	500	50	\$ 496.15	\$ 248.08	\$ 24.81	\$ 447.15	\$ 223.57	\$ 22.36
9MM LUGER	RA9147FMJ	RANGER	020892206144	020892209282	147 gr. Full Metal Jacket Encapsulated	17	200	3380	10	500	50	\$ 439.37	\$ 219.69	\$ 21.97	\$ 396.01	\$ 198.01	\$ 19.80
9MM LUGER	RA9B	RANGER	020892214736	020892214743	147 gr. Bonded	14	TBD	TBD	10	500	50	\$ 573.83	\$ 286.92	\$ 28.69	\$ 517.13	\$ 258.57	\$ 25.86
9MM LUGER	RA9BA	RANGER	020892214712	020892214719	124 gr. Jacketed Hollow Point Bonded	15	200	3080	10	500	50	\$ 500.24	\$ 300.12	\$ 30.01	\$ 540.92	\$ 270.46	\$ 27.05
9MM LUGER	RA9MJHP	RANGER	020892203174	020892209299	115 gr. Jacketed Hollow Point	14	200	2880	10	500	50	\$ 430.10	\$ 215.05	\$ 21.51	\$ 387.64	\$ 193.82	\$ 19.38
9MM LUGER	RA9T	RANGER	020892210462	020892210479	147 gr. Jacketed Hollow Point T-Series	14	200	2880	10	500	50	\$ 472.18	\$ 235.09	\$ 23.51	\$ 425.55	\$ 212.77	\$ 21.28
9MM LUGER	RA9TA	RANGER	020892212534	020892212541	127 gr. Jacketed Hollow Point T-Series	16	200	3280	10	500	50	\$ 495.87	\$ 247.94	\$ 24.79	\$ 446.91	\$ 223.46	\$ 22.35
9MM NATO	RA9124N	RANGER	020892203235	020892209275	124 gr. Full Metal Case	16	200	3280	10	500	50	\$ 395.90	\$ 197.95	\$ 19.79	\$ 356.84	\$ 178.42	\$ 17.84

# JERSEY CITY POLICE DEPARTMENT

## DEPARTMENT REQUISITION Req #: \_\_\_\_\_

Date: 3/27/13

The following supplies are required by the Police Property Room for use by: PISTOL RANGE

New Items

Replacement Items

Quantity	Unit	Item Description	Approx/Total Cost
125,000 RAS	500 PER CASE	WINCHESTER AMMUNITION	
	250 CASES	.45 CALIBER AUTOMATIC	
		RANGER T-SERIES 230 GRAIN	
		# RA 45 T	\$ 45,247.50
100,000 RAS	500 PER CASE	WINCHESTER AMMUNITION	
	200 CASES	9MM LUGER 147 GRAIN	
		RANGER T-SERIES	
		# RA 9 T	\$ 25,576.50
25,000 RAS	200 PER CASE	WINCHESTER AMMUNITION	
	125 CASES	.223 CALIBER 64 GRAIN	
		POWER POINT	
		RANGER # RA 223 R 2	\$ 12,452.00

Justification / Usage: AMMUNITION REQUIRED TO TRAIN AND QUALIFY POLICE OFFICERS. DUE TO AMMUNITION SHORTAGE DEMANDS WE ORDER WELL IN ADVANCE

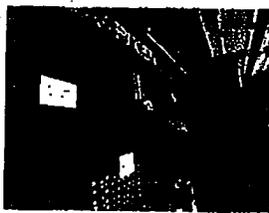
ABOVE ITEM USED BY ALL POLICE UNITS

Requested by: Paul Pauchak Unit Commander  
 Approved by: \_\_\_\_\_ District Commander  
 \_\_\_\_\_ Division Commander  
 \_\_\_\_\_ Chief of Police  
 \_\_\_\_\_ Director of Police  
 or: Robert Kaleski

# Gun dealers report shortages of ammunition

Chuck Raasch, USA TODAY 12:11a.m. EST February 18, 2013

*Retailers say much of the demand is from gun owners who are stockpiling in case certain weapons are banned.*



(Photo: John Rawlston, AP)

Gun shops are running low on ammunition from a run by customers fearful of potential gun-control legislation, according to gun retailers and customers.

Prices have more than doubled over past year in some shops, retailers are putting limits on the amount a customer can buy, and some common types of ammunition, such as .22-caliber long rifle shells, are hard to get.

The National Shooting Sports Foundation, which represents ammunition makers, retailers, hunters and sport shooters, attributes what it calls "spot shortages" around the country to rising popularity of sport-shooting and hunting, and to people who are "keeping firearms for personal and home defense."

The U.S. Fish and Wildlife Service in December reported recently that hunting license sales were up 9% from 2006 to 2011, reversing a 25-year decline. Michael Hampton, Jr., executive director of the National Skeet Shooting Association and the National Sporting Clays Association, says participation in those sports, which includes up to 4 million participants in each sport, is growing 3-5% annually.

But retailers say much of the demand is from gun owners who are stockpiling in case certain weapons are banned, who believe that economic chaos may be coming, or who are driven by rumors of inevitable background checks or rising taxes on ammunition. Gun sellers and owners say a run on ammunition began shortly after President Obama was re-elected, and has intensified in the gun-violence debate since the December mass killing of 20 children and six adults at a school in Newtown, Conn.

"We absolutely are in uncharted territory," said Larry Hyatt, of the family-owned Hyatt Gun Shop in Charlotte, N.C.. "Our store is 53 years old, and we have never seen anything like this. We have had some spot shortages and busy gun times in the past. This is a level (of demand) never before seen."

He adds: "The political turmoil is intensifying it. People feel like this administration is very anti-gun, and they are going for the legal gun owner." Among the rumors he hears, he says, are that taxes on ammunition are going up and that background checks for ammunition purchases are coming.

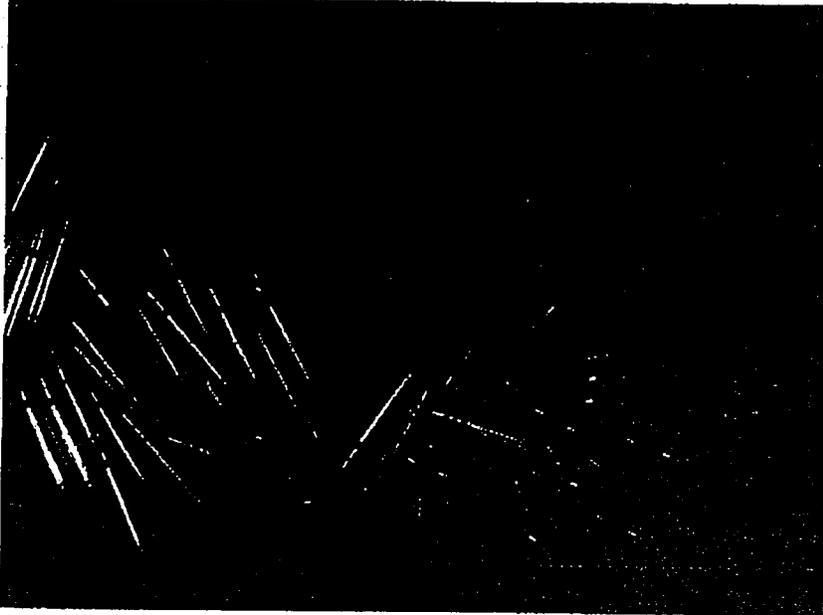
"Whether true or not, this information is out there, and people are getting it while they can," Hyatt says.

He is limiting sales of .22-caliber to one box, and is running low on everything from holsters to cleaning brushes.

Mike Wastler, manager of Bart's Sports World in Glen Burnie, Md., says he is also having trouble getting guns and ammunition from manufacturers who are "producing 24/7."

He says that even before Obama's re-election there was rising demand from people worried about economic chaos. Sales "went crazy" after Obama proposed banning assault weapons, he says

Wastler says certain types of .22 shells are "non-existent" in his store, and that others, like 9 mm, and .40 and .45 caliber are "very, very short." So are replacements parts for guns, he says.



A Rock River Arms AR-15 rifle is shown with ammunition in Miami. Both the semi-automatic rifle and ammo have become hard to find. (Photo: Joe Raedle, Getty Images)

While there are proposals to ban assault weapons, outlaw certain types of armor-piercing bullets, restrict the number of rounds in magazines for some guns, and end online ammunition sales, Obama and leading anti-gun violence proponents on Capitol Hill have not proposed background checks for ammunition, or restricting the amount of sales.

The White House would not comment on the ammunition shortage, but Obama has asserted he is not out to infringe on Second Amendment rights.

Rep. Carolyn McCarthy, D-N.Y., has introduced legislation that would effectively ban online sales of ammunition, would require ammunition sellers to have a license, and to report to federal authorities the sale of more than 1,000 rounds of ammunition to a single person. But McCarthy also says on her web site that protecting the Second Amendment right to bear arms for legal gun owners is one of her top priorities.

Her spokesman, Shams Tarek, says gun-rights advocates "are putting out this fear that people are trying to take away their guns, put really onerous restrictions on them, when that is not the case."

The run on ammunition comes amid Internet discussion about recent purchases of ammunition by the Department of Homeland Security and Social Security Administration.

Homeland Security solicited bids for up to 1.1 billion rounds of ammunition for over the next five years, but agency spokesman Marsha Catron says purchases may not run that high, and that most of it would go to required training for about 130,000 armed federal agents in various agencies. The DHS ammunition purchases have been steady since 2009.

Last year, after the Social Security Administration solicited bids for 174,000 rounds of .357 ammunition, the agency got so many questions from the public about why it needed that powerful of a bullet that its inspector general's office put out a statement explaining why.

The Social Security Administration has 295 armed agents that protect offices around the country, and that ammunition is standard issue for the arms they carry on the job, the agency said.

"Our special agents need to be armed and trained appropriately," read the Social Security statement. "They not only investigate allegations of Social Security fraud, but they also are called to respond to threats against Social Security offices, employees and customers."

Bid winner for the Homeland Security ammunition was ATK Armament Systems, a division of Allant Technosystems Inc., and a major supplier of guns and ammunition for the military.

According to a IBISWorld, a market analyst, ATK Armament is expected to post a 10% increase in revenue, to \$1.7 billion, in 2013.

...the most Americans have cut back on their purchases of cars, clothing and other luxuries ... gun enthusiasts are working themselves into a frenzy over what another four years under the Obama administration may hold for gun laws," IBISWorld reported in October. "As a result, they are purchasing firearms and ammunition at record rates."

Greg Pacholczyk, who shoots everything from pistols to the AR-15 that the Obama administration wants to ban, says he is not in a frenzy, but that if he is in a store that carries ammunition, he looks to buy. The Marriottsville, Md., resident says AR-15 semi-automatic rifles are very hard to find for purchase, and that ammunition for it is hard to find, too.

"Gun replacement parts — if you have to find something as simple as a firing pin for an AR-15," it is very difficult, he says. "You read on the blogs people are practically giving away their first born for a little piece of metal."

*Contributing: Kevin Johnson and Andria Yu*

Disclaimer [x]

Take charge today.



Life. Income. Retirement.  
Group Benefits. Advice.

You're In Charge.



**Jersey City Police Department**  
**Firearms Training Unit**



To: Chief Thomas Comey  
From: Paul Pawchak, Range Master  
Date: 03/27/13  
Subject: **Requisition For Ammunition**

Sir,

Due to recent tragic events well publicized by the media, public fear has created severe shortages of guns and ammunition (see articles attached) with the cost of these items steadily increasing. We have already experienced this shortage with our last ammunition order. A requisition was submitted July 27, 2012. We received our last and final delivery from that order on February 26, 2013. In order not to experience any problems from this delay such as the possibility of exhausting our inventory and not being able to train, qualify or even arm our police officers the u/s is respectfully submitting the attached requisition for ammunition. Information received this date from Jay Connors our Winchester Arms representative is that do to supply and demand from the military and now from the general population, deliveries are taking 9 to 12 months.

Respectfully

Paul Pawchak  
Range Master

- Infowars - <http://www.infowars.com> -

## Nationwide ammo shortage so severe that even cops can't buy bullets; ammo rationing imminent

Mike Adams

Natural News

January 11, 2013

One of the great myths of modern society is that the police are heavily armed and have both ammo and personnel in huge numbers. In reality, it's quite the opposite: police and sheriffs are **dangerously under-staffed** all across the country in nearly every city and town. Furthermore, severe budget cuts have left law enforcement with dwindling ammunition supplies. In some departments, it's so bad that nearly the only ammo available is what officers are carrying on their duty belts.

And now it has just gotten far worse.

Thanks to outrageous Sandy Hook fear mongering by the mainstream media and political operatives like Feinstein, Obama, Cuomo and others, the American people have been rushing out to buy up every bullet, every rifle, every handgun and very nearly every gun-related product in the country. This is all because people like Biden, Obama and Feinstein are openly declaring war on the Second Amendment and threatening to outlaw or restrict firearms, magazines and ammunition.

"Channel 2 Action News has learned local police departments cannot get their hands on the ammunition they need," reports WSBTV in Atlanta.

WSBTV continues:

*"There's been more demand for ammunition than there's ever been," reports Jay Wallace, owner of Smyrna Police Distributors in Cobb County. Wallace is now worried some departments could have to wait up to a year for factories to ship certain kinds of rounds in bulk. Leaders with most [police] departments ... said they're prepared to handle short shortages, but not long-term. "We're going to be starting to get very concerned at the six-month level if that's all we have in stock, because then we have to start planning and rationing.*

Rationing? Yep. It's here already, and the global debt collapse hasn't even begun yet!

### Ammunition inventory status

The mass rush by citizens to purchase ammunition ahead of an Obama / Biden unconstitutional (and unlawful) executive order banning such sales has resulted in the near-depletion of available ammunition as follows:

- Rifle rounds are completely gone everywhere.
- Shotgun shells are somewhat more available but still limited.
- Handgun rounds are limited and becoming difficult to find.
- 22LR rounds are completely gone. Lesser-known varmint rounds such as .17 HMR are still available.

The backlog of ammunition demand now exceeds one year. The backlog demand for rifle magazines now exceeds one million units. The demand for rifles themselves has reached record levels, with a one-year backlog on production just to meet present-day demand.

Here are some of the messages you'll see across the internet right now at online retailers' websites:

### **Cheaper Than Dirt:**

*Consumer reaction to the political rhetoric after the shooting in CT caused a rush of online orders at Cheaper Than Dirt! which led to the largest backlog in the company's history. Ammunition and shooting accessories orders more than tripled, resulting in week-long shipping delays. The past three weeks have been spent catching up on the tremendous backlog of orders, training additional staff and increasing inventory back to acceptable levels. ...firearms that are in high demand are not currently available from manufacturers due to the lack of inventory. This includes most modern sporting rifles.*

### **Ammo To Go**

*EXPECT DELAYS: Due to high order volume, we are experiencing a shipping delay of 22-24 business days...*

### **Midway USA**

ALL AR-15 magazines currently showing "out of stock, NO backorder."

### **Brownells**

*Due to extreme order volumes, shipments may be delayed. We will continue to make every effort to get orders out the door as quickly as possible.*

### **Why this matters: Social unrest**

Here's why all this matters. In a time of social unrest, **cops are your best friends**. Without cops on the streets, every major U.S. city would devolve into a gang-infested crap-hole within 72 hours or less. Cops are the men and women in blue who prevent the more malicious members of the human race from expressing the kind of evil sons of bitches they really are deep inside.

If you think humanity is "inherently GOOD," you've never been a cop! Ask any cop and they'll tell you the far less fashionable truth: People are inherently EVIL, selfish, deceptive and dangerous. That's why we need cops in the first place, isn't it? To keep some criminal-minded dirtbag from breaking into your home, stealing your jewelry and raping your dog. (Or whatever it is they do.)

Cops get a bad rap in peace time, of course, but in a collapse scenario — or something worse — you'll be begging for 911 to function so you can dial a phone and have (relatively) friendly men with guns arrive at your doorstep.

Society needs cops to prevent criminals from running rampant across neighborhoods and pillaging to their heart's delight. Or, better yet, society needs every household to own a rifle, a shotgun and a handgun for their own defense, but unfortunately that's not yet the case in America. (Although it nearly is in Switzerland.)

### **So what happens when cops run out of bullets?**

It's not good. Not unless you're a gang member just waiting to commit mayhem all over town.

If gang bangers ever figure out that the cops are out of bullets, it will be all-out war in many U.S. cities, including Miami, LA, Detroit, Chicago, Houston, Philadelphia and NYC. A disarmed police force is no police force at all, since it's only really the threat of high-velocity lead that actually stops bad people from doing bad things. (Criminals don't care if you ask nice. They are only motivated by their own survival.)

It also means that **the feds will have a strong ammunition advantage** over local cops and sheriffs, since the U.S. federal government has been stockpiling 1.6 billion rounds of ammunition domestically, right here in the United States.

Why does this matter? Here's why:

### **Will states resist a federal gun grab?**

Think about where all this is headed, folks: Wyoming lawmakers have already announced their "Firearms Protection Act" which would make it a felony crime for feds to restrict or confiscate guns from the citizens of Wyoming. It reads as follows:

*Any official, agent or employee of the United States government who enforces or attempts to enforce any act, order, law, statute, rule or regulation of the United States government upon a personal firearm, a firearm accessory or ammunition that is owned or manufactured... in Wyoming... shall be guilty of a FELONY and, upon conviction, shall be subject to imprisonment for not less than one year...*

Yeah, I didn't make that up. Wyoming folks are serious about their rifles and their ammo... as are folks in Idaho, Utah, Arizona, Texas, Kentucky, Maine and practically every rural area across the country. It's very likely that Texas, Arizona and other states may follow Wyoming's example and seek to **criminalize federal gun grabbers**.

If Obama's gun control schemes turn out to be foolishly aggressive, this could set off a **state's rights showdown** between the feds and local law enforcement. But if the feds have all the ammo, where will state peace officers find ammunition to defend the people of their state?

The answer is YOU. It will ultimately be YOUR ammo that will be needed to defend states against an anti-America, anti-Constitution federal tyranny that attempts to invade and overrun states. The People, of course, have always been the common defense against tyranny. In the Constitution, this is referred to as the militia.

Hopefully it won't get that bad and cooler heads will prevail, but given where things appear to be headed, all this could become very relevant more quickly than you think. It's a good thing the citizens of America purchase over 1 billion rounds of ammo in the last month, as they may very well become the source of ammo for a common defense against domestic enemies of America.

### **Rifle inventory update**

Here's the latest info in terms of rifle manufactures:

Noveske Rifleworks = SOLD OUT

POF-USA = SOLD OUT

Rock River Arms = SOLD OUT

Bushmaster = SOLD OUT

Barrett = SOLD OUT  
DPMS = SOLD OUT  
... and on and on.

Buds Gun Shop is in a state of such total disarray that they actually cashed my check for a firearm they allowed me to "purchase" on their website, then they called me back days later and said they actually DIDN'T have the firearm after all because they had made a "mistake," and they had to issue me a refund check. This managed to tie up my funds for a couple of weeks during which all the other available rifles disappeared off store shelves. (Thanks a lot, Buds, for making me miss out on probably the last rifle purchase I'll be able to make until 2014...)

Seeing the opportunity to profit from the supply and demand, Buds is now running real-time auctions on firearms, live on their website. A Bushmaster 223 rifle that used to sell for \$800 or so is now fetching **\$2,900** in the auction. Yep, your existing inventory of rifles just **TRIPLED** in value. Hmm... now I think I know where my missing rifle actually went...

On a personal note, I obviously don't recommend you try to buy anything from Buds until all this is over, as you never really know if they're going to deliver the rifle you've already paid for. (What a crap way to conduct business, for the record. When we sell goods at the Natural News Store, we always have them in stock and ready to ship. Is that so difficult?)

---

Article printed from Infowars: <http://www.infowars.com>

URL to article: <http://www.infowars.com/nationwide-ammo-shortage-so-severe-that-even-cops-cant-buy-bullets-ammo-rationing-imminent/>

Click [here](#) to print.

Copyright © 2013 Infowars. All rights reserved.

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

City Clerk File No. Res. 13-376

Agenda No. 10.V

Approved: MAY 29 2013

TITLE:



**RESOLUTION AWARDING AN OPEN-END CONTRACT TO ALL AMERICAN POLY CORP. FOR THE SUPPLY AND DELIVERY OF LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**COUNCIL**

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

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the **Supply and Delivery of Large Black Plastic Garbage Bags** to the City of Jersey City for the Department of Public Works, Division of Park Maintenance; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received Seven (7) bids, the three lowest bidders Interboro Packing, Orly Enterprises and Central Poly did not meet the specification requirements as per the Department of Public Works, for that reason the contract should be awarded to the fourth lowest responsible bid being that from **All American Polly, 40 Turner Place, Piscataway, NJ 08854** in the total bid amount of **Fifty Four Thousand, Five Hundred and Fifty Seven (\$54,557.00) Dollars**; and

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

**WHEREAS**, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to two (2) additional (1) one year terms pursuant to specifications and bids thereon; and

**WHEREAS, Fifty Four Thousand, Five Hundred and Fifty Seven (\$54,557.00) Dollars**, will be budgeted for the 2013, 2014, 2015 and 2016 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the funds for this purchase are available in the **Parks Operating Account # 01-201-28-375-206**; and

**WHEREAS**, the sum of **Four Thousand (\$4,000.00) Dollars** is available in the 2013 temporary budget; and

**Department of Public Works/Division of Automotive Maintenance**

Acct #	P.O #	Amount
01-201-28-375-206;	11008	\$4,000.00
	Temp. Encumb.	\$4,000.00
	<b>TOTAL CONTRACT</b>	<b>\$54,557.00</b>

**WHEREAS**, the remaining contract funds will be made available as orders are placed in the 2013 thru 2016 temporary and permanent budgets; and

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

(continued on Page 2)

TITLE: **RESOLUTION AWARDING AN OPEN-END CONTRACT TO ALL AMERICAN POLY CORP. FOR THE SUPPLY AND DELIVERY OF LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**WHEREAS**, if funds are not available for the contract in the 2013 thru 2016 temporary and permanent budgets, the contract will be terminated.

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

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractors 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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

**Department of Public Works/Division of Automotive Maintenance**

Acct #	P.O #	Temp. Encumb.	Amount
01-201-28-375-206;	110008		\$4,000.00
<b>TOTAL CONTRACT</b>			<b>\$54,557.00</b>

APPROVED by Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
5.29.13

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	✓			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 FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO ALL AMERICAN POLY CORP.  
FOR THE SUPPLY AND DELIVERY OF LARGE BLACK PLASTIC GARBAGE BAGS FOR  
THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Twenty Seven (27)

**DATE BIDS WERE PUBLICLY RECEIVED:**

April 18, 2013

**NUMBERS OF BIDS RECEIVED:**

Seven (7)

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

Large Black Plastic Garbage Bags needed for the Department of Public Works/Div. of Park Maintenance

**BIDDER'S INFORMATION:**

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

		Grand Total Bid Price	
1)	Interboro Packing 114 Bracken Road Montgomery, NY 12543	\$34,624.00	* Rejected (did not meet the Specification requirements)
2)	Orly Enterprises 106 Lexington Avenue Brooklyn, NY 11238	\$54,420.00	* Rejected (did not meet the Specification requirements)
3)	Central Poly Corp. 18 Donaldson Place Linden, NJ 07036	\$54,550.00	* Rejected (did not meet the Specification requirements)
4)	All American Polly Corp. 40 Turner Place Piscataway, NJ 08854	\$54,557.00	
5)	Calico Industries Inc 9045 Junction Drive Annapolis Junction, MD 20701	\$61,546.00	
6)	Pabco Industries 166 Frelinghuysen Avenue Newark, NJ 07114	\$64,376.00	
7)	Mahavir Supply 1300 79 <sup>th</sup> Street North Bergen, NJ 07047	\$78,800.00	

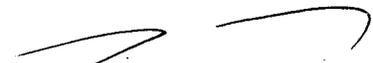
**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

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

5/21/13

---

Date



---

Peter Folgado, Director of Purchasing, RPPO, QPA

BID PROPOSAL/DOCUMENTS

LARGE BLACK PLASTIC GARBAGE BAGS SPECIFICATIONS  
DPW/DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract for a term of one year the minimum and the maximum number of quantities for each item or as stated below.

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	Unit Amount	Extended Amount
1.	0 - 700 Cases	38" x 59" Large Black Plastic Garbage Bags 3 mil, flat bag seal, 100 bags per case, each case shall weigh no less than 40.36 lbs. Net weight. (TEEPEE OR APPROVED EQUAL)	31.46	22,022.00
2.	0 - 900 Cases	42" x 46" Large Black Plastic Garbage Bags 4 mil, flat bag seal 100 bags per case, each case shall weigh no less than 46.37 lbs. Net weight (TEEPEE OR APPROVED EQUAL)	36.15	32,535.00

**NOTE:** This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item or as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, than the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

ALL AMERICAN POLY  
40 TURNER PLACE  
PISCATAWAY, NJ 08854

732-752-3200 ext 1124

FAX# 732-752-2305

email: zeke@allampoly.com

**BID PROPOSAL/DOCUMENTS**

**GRAND TOTAL ITEMS 1 AND 2**

The City will use the grand total price calculated by using the sum of the unit amount times the extended amount for items 1 and 2. The Supplier shall be paid based on actual quantities used.

**INCLUSIVE**

Fifty-~~One~~ Four Thousand, Five Hundred Fifty-Seven  
(In Writing)

\$ 54,557.00  
(In Figures)

This contract will be awarded based upon the grand total price for items 1 through 2. If the Grand total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to **renew the contract for up to two additional one year terms**. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half- percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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](http://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): Nikki Klein

Representative's Signature: 

Name of Company: ALL AMERICAN POL

Tel. No.: 732-752-3200 ext 1124 Date: 4/17/2013

email: [zeke@allampoly.com](mailto:zeke@allampoly.com)

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

The contractor and the ALL AMERICAN POLY, (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): Nikki Klein  
Representative's Signature:   
Name of Company: ALL AMERICAN POLY  
Tel. No.: 732-752-3200 ext 1124 Date: 4/17/2013

email: [zске@allampoly.com](mailto:zске@allampoly.com)

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 : ALL AMERICAN P. ALL AMERICAN POLY  
Address : 40 TURNER PLACE  
PISCATAWAY, NJ 08854  
Telephone No. : 732-752-3200 ext 1124  
Contact Name : Nikki Klein

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Certification 4729

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27, 1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15/09/2013 to 15/09/2014.



ALL AMERICAN POLY CORP  
40 TURNER PLACE  
PLISCATAWAY

NJ 08854

A handwritten signature in black ink, appearing to read 'Andrew P. Stamon-Eristoff'.

Andrew P. Stamon-Eristoff  
State Treasurer

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF TAXATION  
SALES TAX COLLECTION SCHEDULE  
RATE 6% EFFECTIVE JULY 1, 1992**

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.10	None	\$6.11 to \$6.22	\$0.37
0.11 to 0.22	\$0.01	6.23 to 6.38	.38
0.23 to 0.38	.02	6.39 to 6.56	.39
0.39 to 0.56	.03	6.57 to 6.72	.40
0.57 to 0.72	.04	6.73 to 6.88	.41
0.73 to 0.88	.05	6.89 to 7.10	.42
0.89 to 1.10	.06	7.11 to 7.22	.43
1.11 to 1.22	.07	7.23 to 7.38	.44
1.23 to 1.38	.08	7.39 to 7.56	.45
1.39 to 1.56	.09	7.57 to 7.72	.46
1.57 to 1.72	.10	7.73 to 7.88	.47
1.73 to 1.88	.11	7.89 to 8.10	.48
1.89 to 2.10	.12	8.11 to 8.22	.49
2.11 to 2.22	.13	8.23 to 8.38	.50
2.23 to 2.38	.14	8.39 to 8.56	.51
2.39 to 2.56	.15	8.57 to 8.72	.52
2.57 to 2.72	.16	8.73 to 8.88	.53
2.73 to 2.88	.17	8.89 to 9.10	.54
2.89 to 3.10	.18	9.11 to 9.22	.55
3.11 to 3.22	.19	9.23 to 9.38	.56
3.23 to 3.38	.20	9.39 to 9.56	.57
3.39 to 3.56	.21	9.57 to 9.72	.58
3.57 to 3.72	.22	9.73 to 9.88	.59
3.73 to 3.88	.23	9.89 to 10.10	.60*
3.89 to 4.10	.24	Over \$10	1.20*
4.11 to 4.22	.25	Over \$20	1.80*
4.23 to 4.38	.26	Over \$30	2.40*
4.39 to 4.56	.27	Over \$40	3.00*
4.57 to 4.72	.28	Over \$50	3.60*
4.73 to 4.88	.29	Over \$60	4.20*
4.89 to 5.10	.30	Over \$70	4.80*
5.11 to 5.22	.31	Over \$80	5.40*
5.23 to 5.38	.32	Over \$90	6.00*
5.39 to 5.56	.33	Over \$100	6.60*
5.57 to 5.72	.34	Over \$200	12.00*
5.73 to 5.88	.35	Over \$300	18.00*
5.89 to 6.10	.36	Over \$400	24.00*

\* On amounts above \$10.00, the tax shall be \$0.06 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula.  
ST-75 (11-97)

**NOTICE:** The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:  
Collect N.J. State Sales Tax  
Issue N.J. Resale Certificates (ST-3)  
Issue N.J. Exempt Use Certificates (ST-4)  
You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.  
If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a Non-reporting Basis. Call or write the Division to obtain the proper forms (ST-6205) at:  
State of New Jersey, Division of Taxation, P.O. Box 252, Trenton, N.J. 08646-0252. (609) 292-1730.  
This Certificate of Authority (CA-1) must be displayed at your place of business.

**STATE OF NEW JERSEY**  
**Certificate of Authority**

DIVISION OF TAXATION  
TRENTON, NEW JERSEY

The partnership or corporation named below is hereby authorized to collect:

**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified.  
This authorization is null and void if any change of ownership or address occurs.

*[Signature]*  
Director, Division of Taxation

ALL AMERICAN BOLL CORP.  
40 TURNER BOULEVARD  
PISCATAWAY, NJ 08854

Registration No. 152-837-320/888  
Tax Effective Date: 12-01-76  
Document Locator No. A0000487696  
Date Issued: 09-03-04

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

09/03/04

Taxpayer Identification# 132-837-320/000

Dear Business Representative:

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

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

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 262  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
ALL AMERICAN POLY CORP.  
TAXPAYER IDENTIFICATION#:  
~~132-837-320~~  
ADDRESS:  
40 TURNER PLACE  
PISCATAWAY, NJ 08854  
EFFECTIVE DATE:  
10/07/76

TRADE NAME:  
SEQUENCE NUMBER:  
0058653  
ISSUANCE DATE:  
09/03/04

*John E. Tully*  
Acting Director

FORM-BRC(08-01)

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



## New Jersey Division of Revenue

Revenue | NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0058653 FOR ALL AMERICAN POLY CORP. IS VALID.

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

City Clerk File No. Res. 13-377

Agenda No. 10.W

Approved: MAY 29 2013

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FRANKOSKI CONSTRUCTION CO, INC., FOR NEW EXTERIOR DOORS FOR LOEW'S JERSEY THEATER, PROJECT NO. 09-034 FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE**

### **COUNCIL**

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

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **New Exterior Doors for Loew's Jersey Theater, Project No. 09-034** for the Department of Public Works/Division of Architecture, pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole responsible bid being that from **Frankoski Construction Co. Inc., 314 Dodd Street, East Orange, NJ 07017**, in the total bid amount of **One Hundred Eighty Thousand, Seven Hundred and Fifty (\$180,750.00) Dollars**; and

**WHEREAS**, this Bid is being awarded with the Total Base plus Alternate A and B only; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **One Hundred Eighty Thousand, Seven Hundred and Fifty (\$180,750.00) Dollars**, is available in the 2013 temporary and permanent budget; and

**WHEREAS**, the funds for this purchase are available in **Grant Acct # 02-213-41-117-314** and **General Capital Account # 04-215-55-210-991**; and

<b>Dept. of Public Works/Div of Architecture</b>			
<b>Acct. No.</b>	<b>P.O. #</b>	<b>Funding Source</b>	<b>Amount</b>
02-213-41-117-314	110009	Grant Acct	\$180,000.00
04-215-55-210-991	110010	Capital Acct	\$750.00
<b>TOTAL ENCUMBER</b>			<b>\$180,750.00</b>

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

**WHEREAS**, if funds are not available for the contract in the 2013 permanent budgets, the contract will be terminated.

(Continued of page 2)

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FRANKOSKI CONSTRUCTION CO, INC., FOR NEW EXTERIOR DOORS FOR LOEW'S JERSEY THEATER, PROJECT NO. 09-034 FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE**

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

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

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

I, Donna Mauer, **Donna Mauer, Chief Financial Officer**, certify that there are sufficient funds available for payment of this above resolution in the Account shown below.

Dept. of Public Works/Div of Architecture			
Acct. No.	P.O. #	Funding Source	Amount
02-213-41-117-314	110009	Grant Acct	\$180,000.00
04-215-55-210-991	110010	Capital Acct	\$750.00
<b>TOTAL ENCUMBER</b>			<b>\$180,750.00</b>

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

Robert Byrne  
Robert Byrne, City Clerk

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

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FRANKOSKI CONSTRUCTION CO, INC., FOR NEW EXTERIOR DOORS FOR LOEW'S JERSEY THEATER, PROJECT NO. 09-034 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Four (4)

**DATE BIDS WERE PUBLICLY RECEIVED:**

April 2, 2013

**NUMBERS OF BIDS RECEIVED:**

One (1)

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

New Exterior Doors for Loew's Jersey Theater. Department of Public Works/Division of Architecture.

**BIDDER'S INFORMATION:**

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

	Total Base + Alt A & B
1) Frankoski Construction Co, Inc 314 Dodd Street East Orange, NJ 07017	\$180,750.00

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

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

Date

5/22/13

Peter Folgado, Director of Purchasing, RPPO,QPA

BID PROPOSAL  
Continued  
Project No. 09-034

**TOTAL BASE BID PRICE:**

**Item No. 1:** The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the Drawings for the Lump Sum Price of:

(In Writing) Seventy Five Thousand Nine Hundred Dollars

(In Figures) \$ 75,900

**SCHEDULE OF PRICES**  
**(FOR ALTERNATES)**

**ALTERNATES:**

Indicate below the amount that will be added to or deducted from the lump sum base bid for each of the following alternates, if any are accepted by the City:

**ALTERNATE #A:**

(Add  or Deduct ) please indicate with a check mark.

**ALTERNATE #A: EGRESS DOOR**

Under Base Bid: Not Included

Under this Alternate: The bidder agrees to purchase and install additional Egress Door locations at the First Floor as indicated on the Door Schedule.

\$ 48,250  
(Alternate #A - In Figures)

Forty Eight Thousand Two Hundred Fifty Dollars  
(Alternate #A - In Writing)

Additional calendar days added to the contract time period: 20 Days

**ALTERNATE #B:**

(Add  or Deduct ) please indicate with a check mark.

**ALTERNATE #B: EGRESS DOOR**

Under Base Bid: Not Included

Under this Alternate: The bidder agrees to furnish and install additional Egress Door at the First Floor as indicated on the Door Schedule.

\$ 56,600  
(Alternate #B - In Figures)

Fifty Six Thousand Six Hundred  
(Alternate #B - In Writing)

**Additional calendar days added to the contract time period: 20 Days**

**ALTERNATE #C:**

(Add  or Deduct ) please indicate with a check mark.

**ALTERNATE #C: NEW GYPSUM BOARD**

Under Base Bid: Not Included

Under this Alternate: The bidder agrees to patch existing plaster at openings. Install new Gypsum Board at walls and ceilings between existing and new door frames.

\$ 21,000  
(Alternate #C - In Figures)

Twenty One Thousand Dollars  
(Alternate #C - In Writing)

**Additional calendar days added to the contract time period: 15 Days**

**ALTERNATE #D**

(Add  or Deduct ) please indicate with a check mark.

**ALTERNATE #D: EGRESS DOOR**

Under Base Bid: Not Included

Under this Alternate: The bidder agrees to furnish and install additional Egress Door at the Mezzanine Level as indicated on the Door Schedule

\$ 19,900  
(Alternate #D - In Figures)

Nineteen Thousand Nine Hundred  
(Alternate #D - In Writing)

**Additional calendar days added to the contract time period: 10 Days**

**ALTERNATE #E**

(Add  or Deduct ) please indicate with a check mark.

**ALTERNATE #E: EGRESS DOOR**

Under Base Bid: Not Included

Under this Alternate: The bidder agrees to furnish and install additional Egress Door at the Balcony Foyer as indicated on the Door Schedule.

\$ 22,000  
(Alternate #E - In Figures)

Twenty Two Thousand Six Hundred  
(Alternate #E - In Writing)

Additional calendar days added to the contract time period: 10 Days

**ALTERNATE #F**

(Add  or Deduct ) please indicate with a check mark.

**ALTERNATE #F: EGRESS DOOR**

Under Base Bid: Not Included

Under this Alternate: The bidder agrees to furnish and install additional Egress Door at the Balcony Foyer as indicated on the Door Schedule.

\$ ~~22,000~~ 22,900  
(Alternate #F - In Figures)

Twenty Two Thousand Nine Hundred  
(Alternate #F - In Writing)

Additional calendar days added to the contract time period: 10 Days

**TOTAL PRICE FOR BASE BID PLUS ALTERNATE A PLUS ALTERNATE B PLUS ALTERNATE C PLUS ALTERNATE D PLUS ALTERNATE E PLUS ALTERNATE F**

\$ 267,150  
(Price in Figures)

\$ Two Hundred Sixty Seven Thousand One Hundred FIFTY Dollars  
(Price in Words, Dollars and Cents)

\*NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus Alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

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

**EXHIBIT B**

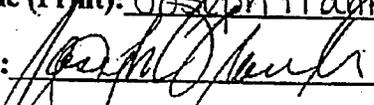
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Construction Contracts**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph Frankoski, President

Representative's Signature: 

Name of Company: Frankoski Construction Co., Inc.

Tel. No.: 973.414.9224 Date: 04.02.2013

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

The contractor and the \_\_\_\_\_ of Frankoski Construction (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. §121 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: Joseph Frankoski, President  
Representative's Signature: [Signature]  
Name of Company: Frankoski Construction Co., Inc.  
Tel. No.: 913.414.9224 Date: 04.02.2013

**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 : Frankoski Construction Co., Inc.  
Address : 314 Dodd Street East Orange, NJ 07017  
Telephone No. : 973.414.9224  
Contact Name : Joseph Frankoski, President

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**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 : Frankoski Construction Co., Inc.  
Address : 314 Dodd Street East Orange, NJ 07017  
Telephone No. : 973.414.9224  
Contact Name : Joseph Frankoski, President

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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



2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

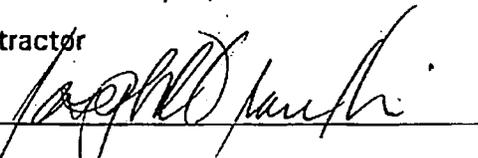
Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

We solicit participation from MWBE contractors  
and evaluate proposals as we receive them

Name of Contractor

by: Signature



Type or print name/title: Joseph Frankoski, President

Tel: No. 973.414.9224

Date: 04.02.2013

.....  
 For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_ Date: \_\_\_\_\_

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

**Project:** Loew's Theater New Exterior # 09-034  
Doors  
**Contractor:** Frankoski Construction Co., Inc. Bid Amt. \$267,150

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project Loews Theater - New Exterior Doors

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

We solicit participation from MWBE contractors and evaluate proposals we receive them

Name of Contractor

by: Signature *Joseph Frankoski*

Type or print name/title: Joseph Frankoski, President

Tel: No. 973.414.9224 Date: 04.02.2013

.....  
For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_ Date: \_\_\_\_\_

Certificate Number  
606939

Registration Date: 01/31/2013  
Expiration Date: 01/30/2015



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2013**  
Frankoski Construction Co., Inc.

Responsible Representative(s):

Joseph Frankoski, President  
Anthony M. Frankoski, Vice-President  
Stanley P. Frankoski, Secretary

Responsible Representative(s):

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
FRANKOSKI CONSTRUCTION COMPANY

TRADE NAME:

ADDRESS:  
314 DODD ST  
EAST ORANGE NJ 07017  
EFFECTIVE DATE:

SEQUENCE NUMBER:

0437457

ISSUANCE DATE:

05/09/05

09/13/77



Director

FORM-BRC(08-01)

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



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0437457 FOR FRANKOSKI CONSTRUCTION COMPANY IS  
VALID.

VERIFIED  
PC

STATE OF NEW JERSEY  
 DEPARTMENT OF THE TREASURY  
 DIVISION OF TAXATION  
 SALES TAX COLLECTION SCHEDULE  
 RATE 7% EFFECTIVE JULY 15, 2006

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.10	None	\$5.91 to \$6.10	\$0.42
0.11 to 0.19	\$.01	6.11 to 6.19	.43
0.20 to 0.32	.02	6.20 to 6.32	.44
0.33 to 0.47	.03	6.33 to 6.47	.45
0.48 to 0.62	.04	6.48 to 6.62	.46
0.63 to 0.77	.05	6.63 to 6.77	.47
0.78 to 0.90	.06	6.78 to 6.90	.48
0.91 to 1.10	.07	6.91 to 7.10	.49
1.11 to 1.19	.08	7.11 to 7.19	.50
1.20 to 1.32	.09	7.20 to 7.32	.51
1.33 to 1.47	.10	7.33 to 7.47	.52
1.48 to 1.62	.11	7.48 to 7.62	.53
1.63 to 1.77	.12	7.63 to 7.77	.54
1.78 to 1.90	.13	7.78 to 7.90	.55
1.91 to 2.10	.14	7.91 to 8.10	.56
2.11 to 2.19	.15	8.11 to 8.19	.57
2.20 to 2.32	.16	8.20 to 8.32	.58
2.33 to 2.47	.17	8.33 to 8.47	.59
2.48 to 2.62	.18	8.48 to 8.62	.60
2.63 to 2.77	.19	8.63 to 8.77	.61
2.78 to 2.90	.20	8.78 to 8.90	.62
2.91 to 3.10	.21	8.91 to 9.10	.63
3.11 to 3.19	.22	9.11 to 9.19	.64
3.20 to 3.32	.23	9.20 to 9.32	.65
3.33 to 3.47	.24	9.33 to 9.47	.66
3.48 to 3.62	.25	9.48 to 9.62	.67
3.63 to 3.77	.26	9.63 to 9.77	.68
3.78 to 3.90	.27	9.78 to 9.90	.69
3.91 to 4.10	.28	9.91 to 10.10	.70
4.11 to 4.19	.29	Over \$10	1.40*
4.20 to 4.32	.30	Over \$20	2.10*
4.33 to 4.47	.31	Over \$30	2.80*
4.48 to 4.62	.32	Over \$40	3.50*
4.63 to 4.77	.33	Over \$50	4.20*
4.78 to 4.90	.34	Over \$60	4.90*
4.91 to 5.10	.35	Over \$70	5.60*
5.11 to 5.19	.36	Over \$80	6.30*
5.20 to 5.32	.37	Over \$90	7.00*
5.33 to 5.47	.38	Over \$100	14.00*
5.48 to 5.62	.39	Over \$200	21.00*
5.63 to 5.77	.40	Over \$300	28.00*
5.78 to 5.90	.41	Over \$400	

On amounts above \$10.00, the tax shall be \$0.07 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula.  
 ST-75 (7-06)

**NOTICE:** The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:  
 - Collect N.J. State Sales Tax  
 - Issue N.J. Resale Certificates (ST-3)  
 - Issue N.J. Exempt Use Certificates (ST-4)

You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates. If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". Call or write the Division to obtain the proper forms (ST-8205) at: State of New Jersey, Division of Taxation, P O Box 252 Trenton, N.J. 08646-0252 (609) 292-9292. This Certificate of Authority (CA-1) must be displayed at your place of business.

222-174-393/000

**STATE OF NEW JERSEY**  
**Certificate of Authority**

DIVISION OF TAXATION  
 TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:  
**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address occurs.

**FRANKOSKI CONSTRUCTION COMPANY**  
 314 DODD ST.  
 EAST ORANGE, NJ 07017

*Michael J. Boy*  
 Acting Director, Division of Taxation

Tax Registration No. **xxx-xxx-393/000**  
 Tax Effective Date **09-13-77**  
 Document Locator No. **A0000516471**  
 Date Issued **04-20-11**

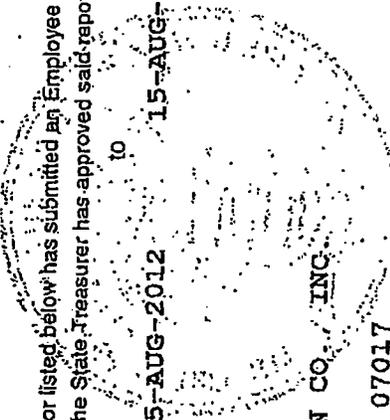
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT 49125

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

15-AUG-2012 to 15-AUG-2019



FRANKOSKI CONSTRUCTION CO., INC.  
314 DODD STREET  
EAST ORANGE NJ 07017

Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 13-378

Agenda No. 10.X

Approved: MAY 29 2013



TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PERSISTENT CONSTRUCTION, INC. FOR THE INSTALLATION OF THE PREFABRICATED PEDESTRIAN BRIDGE OVER MILL CREEK FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**WHEREAS**, on October 29, 2012, Hurricane Sandy destroyed the pedestrian bridge at the end of Jersey Avenue; and

**WHEREAS**, subsequent inspections by the Division of Engineering, Traffic and Transportation has determined that the missing pedestrian bridge has created an imminent dangerous condition to all pedestrian traffic in that vicinity; and

**WHEREAS**, the missing bridge has caused undue hardship to pedestrian access to the Liberty State Park and to the general venue around that area; and

**WHEREAS**, a state of emergency was declared by Chuck F. Lee, P.E. as the Municipal Engineer for the City of Jersey City to replace the pedestrian bridge with a new bridge before summer activities start in 2013; and

**WHEREAS**, the Division of Engineering, Traffic and Transportation solicited price quotes from three contractors to install a new bridge to replace the one that was destroyed by Hurricane Sandy:

- Persistent Construction, Inc., 58 Industrial Avenue, Fairlawn, NJ 07022 \$644,017.00
- J.H. Reid General Contractors, 3230 Hamilton Blvd, S. Plainfield NJ 07080 \$669,986.00
- H&G Contractors, 489 Fairway Road, Ridgewood, NJ 07450 \$685,572.00

; and

**WHEREAS**, Persistent Construction, Inc. was authorized to proceed with the emergency installation of the prefabricated bridge since it submitted the lowest price at \$644,017.00; and

**WHEREAS**, funds are available for this expenditure from Hurricane Sandy Capital Account Number: 01-272-55-000-044 Req. No: 0161983

P.O. No: 109982 Total Amount \$644,017.00

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PERSISTENT CONSTRUCTION, INC. FOR THE INSTALLATION OF THE PREFABRICATED PEDESTRIAN BRIDGE OVER MILL CREEK FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

1. Because of the above stated reasons which are incorporated herin and because of the reasons sated in the attached certification signed by the Director of the Division of Engineering, Traffic and Transportation, the award of an emergency contract to Persistent Construction, Inc. made pursuant to N.J.S.A. 40A:11-6 to install the prefabricated bridge over Mill Creek is hereby ratified and the City Purchasing Agent is directed to have the necessary contract drawn up and executed;
2. The total cost of the emergency contract is \$644,017.00;
3. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution;
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds in the amount \$644,017.00 are available for this contract in the Hurricane Sandy Capital Account No: 01-272-55-000-044.

PO # 109982

Approved: Chuck F. Lee 5/8/13  
Chuck F. Lee, P.E. City Engineer

J.A. 5/22/13

APPROVED: Rodney Hadley 5/9/13  
Rodney Hadley, Director, DPW  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

Robert Byrne  
Robert Byrne, City Clerk



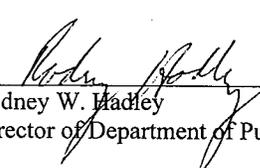
**CERTIFICATION OF RODNEY W. HADLEY**

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. Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipments, vehicles, and facilities owned by the City of Jersey City.
3. As a result of the storm, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed at the Pedestrian Bridge over Mill Creek at the end of Jersey Avenue. The City of Jersey City is awarding an emergency contract for a pre-fabricated bridge to be installed.
4. The missing pedestrian bridge has created an imminent dangerous condition to all pedestrian traffic in that vicinity and has caused undue hardship to pedestrian access to Liberty State Park.
5. It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.
6. Persistent Construction submitted a quote for \$644,017.00, J.H. Reid General Contractors a quote of \$669,986.00 and H&G Contractors a quote of \$685,572.00.
7. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorize Persistent Construction to proceed with the construction to install the pre-fabricated bridge.
8. The total funds requested for this purpose is \$644,017.00.
9. 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: \_\_\_\_\_

5/13/13

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

## CERTIFICATION OF EMERGENCY

Chuck F. Lee, P.E., Municipal Engineer, of full age, hereby certifies as follows:

1. I am the Municipal Engineer for the City of Jersey City. I am also the Director of the Division of Engineering, Traffic and Transportation in the Department of Public Works.
2. On October 29, 2012, Hurricane Sandy destroyed the pedestrian bridge over Mill Creek at the end of Jersey Avenue.
3. The missing pedestrian bridge has created an imminent dangerous condition to all pedestrian traffic in that vicinity and has caused undue hardship to pedestrian access to the Liberty State Park.
4. A state of emergency was declared by Chuck F. Lee, P.E. as the Municipal Engineer for the City of Jersey City to replace the pedestrian bridge with a new bridge before the summer activities start in 2013.
5. The Division of Engineering has contracted ConTech to fabricate a bridge and retained T&M Associates to design the foundations to support the new bridge.
6. Pursuant to N.J.S.A. 40A:11-6, the Division of Engineering, Traffic and Transportation solicited price quotes from three site contractors to install the new bridge:
  - Persistent Construction, Inc., 58 Industrial Avenue, Fairview, NJ 07022 \$644,017.00
  - J.H. Reid General Contractors, 3230 Hamilton Blvd, S. Plainfield, NJ 07080 \$669,986.00
  - H&G Contractors, 489 Fairway Road, Ridgewood, NJ 07450 \$685,572.00
7. Based on Persistent Construction, Inc. lowest price of \$644,017.00, I have authorized them to proceed with the emergency construction to install the pre-fabricated bridge.
8. 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.

Date: APRIL 26, 2013



\_\_\_\_\_  
Chuck F. Lee, P.E.  
Director, Division of Engineering, Traffic and Transportation

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

City Clerk File No. Res. 13-379

Agenda No. 10.Y

Approved: MAY 29 2013

TITLE:



**RESOLUTION AMENDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

COUNCIL  
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

**WHEREAS**, the Municipal Council of the City of Jersey City at its September 10, 2008 meeting did authorize the award of an Extraordinary Unspecifiable Services Contract between the City of Jersey City (CITY) and Epic Management, Inc. (EPIC); Res. 08-719; and

**WHEREAS**, due to contaminated soil uncovered at the site that had to be removed and brought off site; the General Contractor has incurred delays to the building completion; and

**WHEREAS**, due to delays the General Contractor's timeline regarding construction of the project needs to be adjusted; and

**WHEREAS**, project delays will require the presence of the Construction Management Consultant at the jobsite for a period of time past the anticipated completion date; and

**WHEREAS**, the additional amount to be encumbered for this contract amendment shall not exceed **ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$141,750.00)** bringing the overall contract amount to **FOUR HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS (\$482,184.00)**; and

**WHEREAS**, Epic Management, Inc. have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	109490	\$141,750.00

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

1. a. The agreement with Epic Management, Inc. is amended to increase the fee by an additional \$141,750.00; and
- b. The contract with Epic Management, Inc. is amended to extend the contract term by an additional twenty-four (24) months effective as of October 24, 2011; and
- c. All other terms and conditions of the agreement shall remain in effect; and

TITLE: **RESOLUTION AMENDING AN UNSPECIFIABLE SERVICE CONTRACT TO EPIC MANAGEMENT, INC, IN CONNECTION WITH CONSTRUCTION ADVISORY AND OBSERVATION FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

PO # 109490.

ab  
April 11, 2013

APPROVED: Rodney Roddy 4/24/13  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

5/22/13 gya

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			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  
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 or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. 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 LEGISLATION:**

**RESOLUTION AMENDING AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Brian F. Weller, L.L.A., Director, Division of Architecture; 547-5900

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

It has become necessary to amend the aforementioned contract due to delays in the General Contractor's timeline. During excavation at the site contaminated soil was found which had to be removed and brought off-site to an acceptable location. There have also been issues at the site between the GC and several of his subcontractors' which caused additional delays.

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

Consulting firm to provide additional observation, reporting, and advisory services to the Owner, in order to determine that the developer design team is performing in a manner consistent with good design and management practices.

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

The funds for this increase are available in account number 04-215-55-838-990 in the amount of the **ONE HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$141,750.00)** bringing the overall base contract amount to **FOUR HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS (\$482,184.00)**; and

**The City will assess liquidated damages at the end of the project to recover these additional costs.**

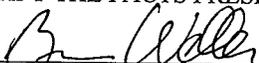
**6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

Contract currently in full force and effect. Additional work will commence upon Council approval.

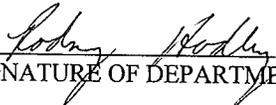
**7. ANTICIPATED COMPLETION OF PURCHASE DATE:**

Six (6) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

4.23.13  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

4/24/13  
\_\_\_\_\_  
DATE

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : April 23, 2013  
TO : Peter Brennan, Council President and Members of the Municipal Council  
FROM : Brian F. Weller, L.L.A., Director *BW*  
SUBJECT : West District Police Precinct  
Project No. 2007-002  
Re: Amending Resolution - Epic Management, Inc.

---

Due to contaminated soil uncovered during excavation at the site and subsequent delays by the contractor, it is necessary to increase the contract term with Epic Management for additional services. These services include observation, reporting, and advisory services to the Owner, in order to determine that the contractor is performing in a manner consistent with construction contract documents, directives from the Architect and JCA as well as good design and management practices.

The attached amending resolution for your consideration reflects an extension of services for Epic Management, Inc. for the New West District Police Precinct.

At the completion of this project, the City will assess liquidated damages to the General Contractor to recover most of the additional fees needed for these services.

ab

Attachment

c: Rodney Hadley, Director, Department of Public Works

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

City Clerk File No. Res. 08-719

Agenda No. 10.Z.9

Approved: SEP 10 2008

TITLE:



**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO EPIC MANAGEMENT, INC., IN CONNECTION WITH CONSTRUCTION ADVISORY AND OBSERVATION SERVICES FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**COUNCIL  
RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, the City of Jersey City is about to conduct public bidding for the construction of a new West District Police Precinct; and

**WHEREAS**, Epic Management had been previously awarded a contract on March 14, 2007 to provide advisory services to the City of Jersey City during the design phase of the project; and

**WHEREAS**, in order to properly monitor, observe, report, and advise the Owner during construction that the awarded General Contractor is performing their construction responsibilities in a manner consistent with the General Construction Contract, and

**WHEREAS**, the Chief Architect of the City of Jersey City in the attached Certification dated September 4, 2008 has determined that these services qualify as Extraordinary & Unspecifiable Services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the Chief Architect of the City of Jersey City has determined and certified in writing that the value of the contract will exceed \$17,500.00; 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**, Epic Management has submitted a proposal for their services in response to the City's request for the sum of **THREE HUNDRED TWENTY-FOUR THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS (\$324,254.00)**; and

**WHEREAS**, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-388-990	86079	\$324,254.00

**WHEREAS**, Joel Lizotte, has completed and submitted a Business Entity Disclosure Certification which certifies that Epic Management, 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 Epic Management, Inc. from making any reportable contributions during the term of the contract; and

**WHEREAS**, Joel Lizotte, has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Epic Management; and

**COPY**

TITLE: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE TO EPIC MANAGEMENT, INC., IN CONNECTION WITH CONSTRUCTION ADVISORY AND OBSERVATION SERVICES FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

- 1. The Mayor or Business Administrator is authorized to execute a professional services agreement with the firm of Epic Management, Inc. for a lump sum fee not to exceed THREE HUNDRED TWENTY-FOUR THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS (\$324,254.00).
2. This contract be awarded without competitive bidding as an Extraordinary Unspecifiable Service (EUS) in accordance with N.J.S.A. 40A:11-5 (1)(a)(ii) of the Local Public Contracts; and because of the reasons stated in the attached Certification dated September 4, 2009 from the Chief Architect; and
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
5. This Agreement shall be subject to the condition that Epic Management, Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-388-990 for payment of the above Resolution.

ab

September 4, 2008

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM [Signature] Corporation Counsel

Certification Required [ ]
Not Required [ ]

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Includes names like SOTTOLANO, SPINELLO, LIPSKI, GAUGHAN, FULOP, RICHARDSON, BRENNAN, FLOOD, VEGA, PRES. and the word ABSENT.

Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature] Mariano Vega, Jr., President of Council

[Signature] Robert Byrne, City Clerk



March 15, 2013

Mr. Brian Weller, LLA, Director  
City of Jersey City  
Division of Architecture  
575 Route 440, 2<sup>nd</sup> Floor  
Jersey City, NJ 07305

RE: Jersey City West District Police Precinct  
Jersey City, N.J.  
Contract Extension  
Our File JCWP #3

Dear Brian:

We hereby request that our contract for construction management services be extended. Epic's contract, dated 24AUG10, states that our services are to be performed in accordance with our proposal of 13MAY08; which stipulates that our construction and closeout phase services are to be completed within 14 months. As the construction started on 19MAR12, and had a 14 month construction duration, the contractual completion date for both Epic and APS is 17MAY13. APS received a time extension of 36 calendar days until 24JUN13. This would result in an approximate 2 month extension to our contract. However, APS' schedule update of 28FEB13 shows that they will not complete until 11SEP13. Based on APS' history on this project, we do not believe that they will complete in September. An end of November completion is more realistic.

We therefore request that our contract be extended on a monthly basis with the expectation that the extension will be for 6 months. As our fees were calculated in 2008 for work to be done by the end of October 2011, we also ask that our fee be increased by 2% for a new monthly fee of \$23,625 for the extended duration. The fee remains the same until 17MAY13 and any partial month at the end of the contract will be prorated.

Sincerely,  
Epic Management, Inc.

A handwritten signature in black ink, appearing to read "D DeMar", written in a cursive style.

Dan DeMar, LEED AP  
Project Executive

cc: Rodney Hadley, Director, JC DPW  
Gregory Corrado, JC Assistant Business Administrator

Epic Management, Inc.

48 Wulaton Road • Kintnersville, PA 18930  
732-239-2866 • ddelmar@epicbuilds.com

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:**

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	[Signature]	
B. Public Disclosure Statement	[Signature]	
C. Mandatory Affirmative Action Language	[Signature]	
D. Americans with Disabilities Act	[Signature]	
E. Affirmative Action Compliance Notice	[Signature]	
F. MWBE Questionnaire (2 copies)	[Signature]	
G. Form AA302 – Employee Information Report	[Signature]	
H. Business Registration Certificate	[Signature]	Verified online ✓
I. Original signature(s) on all required forms.	[Signature]	

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that EPIC MANAGEMENT, INC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 07-25-2008 (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 EPIC MANAGEMENT (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: EPIC MANAGEMENT, INC

Signed: Joel G. Lizotte Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: April 22, 2013

Subscribed and sworn before me  
this 2nd day of April, 2013.  
My Commission expires:

Melissa Macko

(Affiant)

Melissa Macko, Administrative Assistant

(Print name & title of affiant) (Corporate Seal)

**NICOLE MASON**  
Notary Public of New Jersey  
My Commission Expires February 4, 2015

\*\*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.



**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: John Epifano Home Address: 5 Gabriella Lane Warren, NJ 07059	Name: Robert Epifano, Jr. Home Address: 824 Summit Ridge Drive Bridgewater, NJ 08807
Name:  Home Address:	Name:  Home Address:
Name:  Home Address:	Name:  Home Address:

Subscribed and sworn before me this 22<sup>nd</sup> day of April, 2013

(Notary Public) Nicole Mason

My Commission expires:

Joel G. Lizotte, Sr.  
(Affiant)  
Joel G. Lizotte, Sr. Vice President  
(Print name & title of affiant)

(Corporate Seal)

**NICOLE MASON**  
Notary Public of New Jersey  
My Commission Expires February 4, 2015

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

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
John Epifano	5 Gabriella Lane Warren, NJ 07059
Robert Epifano, Jr.	824 Summit Ridge Drive Bridgewater, NJ 08807

**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: Epic Management, Inc.  
 Signature of Affiant: [Signature] Title: Sr. Vice President  
 Printed Name of Affiant: Joel G. Lizotte Date: April 22, 2013

Subscribed and sworn before me this 22<sup>nd</sup> day of April, 2013

My Commission expires: Nov 2013

[Signature]  
 (Witnessed or attested by)  
Melissa Macko  
 (Seal)

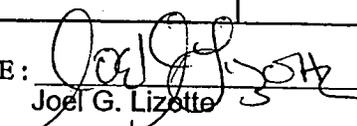
NICOLE MASON  
 Notary Public of New Jersey  
 My Commission Expires February 4, 2015

**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
John Epifano	5 Gabriella Lane Warren, NJ 07059	50%
Robert Epifano, Jr.	824 Summit Ridge Drive Bridgewater, NJ 08807	50%

SIGNATURE:   
Joel G. Lizotte

TITLE: Sr. Vice President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 22<sup>nd</sup>, April OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Nicole Mason  
MY COMMISSION EXPIRES: 2015

NICOLE MASON  
Notary Public of New Jersey  
My Commission Expires February 24, 2015

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

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27 .**

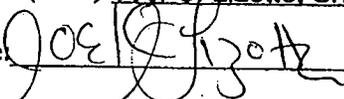
**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

**Representative's Name/Title (Print):** Joel G. Lizotte, Sr. Vice President

**Representative's Signature:** 

**Name of Company:** Epic Management, Inc.

**Tel. No.:** 732-752-6100 **Date:** April 22, 2013

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

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

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

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

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

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

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

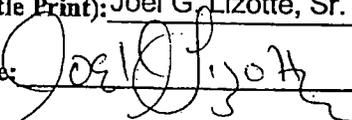
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

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

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

Representative's Name/Title Print: Joel G. Lizotte, Sr. Vice President

Representative's Signature: 

Name of Company: Epic Management, Inc.

Tel. No.: 732-752-6100 Date: April 22, 2013

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

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

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

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

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

OR

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

OR

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

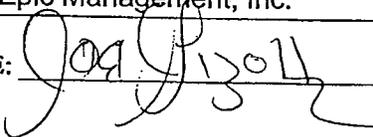
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: Epic Management, Inc.

SIGNATURE: 

DATE: April 22, 2013

PRINT

NAME: Joel G. Lizotte

TITLE: Sr. Vice President

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Epic Management, Inc.

Address: 136 Eleventh Street, Piscataway, NJ 08854

Telephone No.: 732-752-6100

Contact Name: Joel G. Lizotte, Sr. Vice President

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Epic Management, Inc.

Address: 136 Eleventh Street, Piscataway, NJ 08854

Telephone No.: 732-752-6100

Contact Name: Joel G. Lizotte, Sr. Vice President

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

# 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-2014**

EPIC MANAGEMENT  
136 ELEVENTH ST.  
PISCATAWAY

NJ 08854

  
Andrew P. Sidamon-Eristoff  
State Treasurer



Certificate Number  
603888

Registration Date: 06/30/2012  
Expiration Date: 06/29/2014



# State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

John Epifano, President  
Robert Epifano Jr., CEO

**2012**  
Epic Management, Inc.

Responsible Representative(s):

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

City Clerk File No. Res. 13-380

Agenda No. 10.Z

Approved: MAY 29 2013



TITLE: **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6<sup>TH</sup> STREET EMBANKMENT**

**WHEREAS**, the City of Jersey City approved a professional services agreement with Charles Montange, Esq. to provide legal services in connection with Conrail's abandonment of the 6<sup>th</sup> Street Embankment and to analyze Conrail's compliance with its obligation to offer the abandoned property to the City; and

**WHEREAS**, the Corporation Counsel determined that it was necessary to engage outside counsel to represent the City in this matter; and

**WHEREAS**, the agreement provided for an hourly fee of **\$200 per hour**; and

**WHEREAS**, because these matters continue to be litigated, additional services are required; and

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

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, Charles Montange, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification; and

**WHEREAS**, Charles Montange, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, in addition Charles Montange, Esq. has signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

**WHEREAS**, funds are available for the cost of these services in Account No. 04-215-55-887-990.

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

1. The contract with Charles Montange, Esq. be increased by an additional **\$50,000** for a total amount of **\$230,000**.
2. The fee for these services shall remain at **\$200.00 per hour** and all other terms and conditions shall remain in effect.

City Clerk File No. Res. 13-380

Agenda No. 10.Z

TITLE:

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6<sup>TH</sup> STREET EMBANKMENT**

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

4. A copy of this resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No. 04-215-55-887-990 for payment of this resolution. *P.O. # 110074*

*Donna Mauer*  
Donna Mauer, Chief Financial Officer

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

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

Certification Required   
Not Required

**APPROVED 8-0-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	ABSTAINED		
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

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

MONTANGE, CHARLES H

TRADE NAME:

ADDRESS:

426 NW 162ND ST  
SEATTLE WA 98177

SEQUENCE NUMBER:

1194366

EFFECTIVE DATE:

11/22/05

ISSUANCE DATE:

11/20/07

*James J. Fruscione*

Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-04)

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

State Treasurer

LAW OFFICES OF CHARLES H MONTANGE  
426 NW 162ND ST  
SEATTLE WA 98177



This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2009 to 15-AUG-2016

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL

Certification 43764

(REVISED 4/13)

**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.

**EXHIBIT A (Continuation)**

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

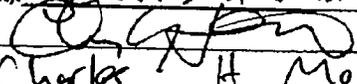
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Charles H. Montany

Representative's Signature: 

Name of Company: Charles H. Montany

Tel. No.: 206-546-1936 Date: 3 May 2013

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

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

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

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

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

Representative's Name/Title Print: Charles A. Montary  
Representative's Signature: [Signature]  
Name of Company: Charles Montary  
Tel. No.: 206-546-1936 Date: 3 May 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: Charles H Montoya  
Address: 426 NW 162d St, Seattle, WA 98177  
Telephone No.: 206-546-1936  
Contact Name: Charles H. Montoya

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 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**

*(or any other longer period)*

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Charles H. Montange (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 Charles H. Montange (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: Charles H. Montange

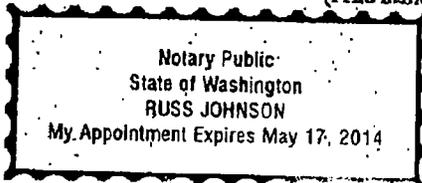
Signed: [Signature] Title: Attorney

Print Name: Charles H. Montange Date: 3 May 2013

Subscribed and sworn before me  
this 3 day of May, 2013.

My Commission expires:

[Signature]  
Russ Johnson  
(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	Gaugban Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavato 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 <i>Sole prop.</i>	Home Address
Charles H Montanye	4266 NW 1620 St, Seattle, WA 98107

**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: Charles H Montanye  
Signed: [Signature] Title: Attorney  
Print Name: Charles H Montanye Date: 3 May 2013

Subscribed and sworn before me this 3 day of May 2013

My Commission expires: May 17 2014

[Signature]  
Russ Johnson (Affiant)  
(Print name & title of affiant) (Corporate Seal)



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

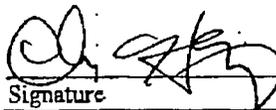
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:	Charles H. Montoya		
Address:	426 NW 167th St		
City:	Seattle	State:	WA Zip: 98177

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Charles H. Montoya
Attorney  
 Signature Printed Name Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
No contribution to any			\$
New Jersey politician or political entity			

Check here if the information is continued on subsequent page(s)

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

City Clerk File No. Res. 13-381

Agenda No. 10.Z.1

Approved: MAY 29 2013

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

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

**WHEREAS**, Resolution 12-100, approved on February 8, 2012, authorized a professional services agreement in the amount of \$1,939,781.00 between the City of Jersey City (City) and Urbahn Architects, 30 Sherman Avenue, Glen Ridge, New Jersey 07028 (Urbahn) to provide architectural services in connection with the construction of the New Municipal Services Complex, Project No. 2009-029B (Project); and

**WHEREAS**, the contract award was made in accordance with the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the construction of the new Municipal Services Complex is approximately 30% completed, and there is a need for additional Controlled Inspection Services and additional Site Design Services due to unforeseen field conditions at the site;

**WHEREAS**, in order to be in compliance with City of Jersey City Building Department and the State of New Jersey code regulations, the City will need these additional architectural services; and

**WHEREAS**, Urbahn has submitted the attached proposals dated February 28, 2013 and March 26, 2013 respectively to provide the City with additional architectural services for an amount not to exceed \$136,500.00; and

**WHEREAS**, Urbahn agrees to provide these additional services for a sum not to exceed \$136,500.00 which funds are available in Capital Account No. 04-215-55-886-990; and

**WHEREAS**, this change order increases the total contract amount to Two Million Seventy-Six Thousand Two Hundred Eighty-One Dollars (\$2,076,281.00); and

**WHEREAS**, Urbahn has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-886-990	105366	\$136,500.00

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

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

- 1. a. The agreement with Urbahn Architects is amended to increase the contract amount by an additional \$136,500.00; and
- b. All other terms and conditions of the agreement shall remain in effect; and
- 2. Notice of this amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-886-990 for payment of the above Resolution.

ab  
May 6, 2013

*J.A. 5/22/13*

APPROVED: *Rodney Roddy* 5/7/13  
APPROVED: *[Signature]*  
Business Administrator

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

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			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*  
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 or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. 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 LEGISLATION:**

**RESOLUTION AMENDING A PROFESSIONAL SERVICES CONTRACT WITH URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture.

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

Architectural/Engineering Services are needed for additional Controlled Services (Concrete floor slabs, completion of site grading, roadway construction, fire-proofing, fire-stopping as well as other controlled inspections.) Due to unforeseen field conditions at the site additional Site Design Services are also necessary.

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

Project will allow for continued design/construction administration of a new Municipal Services Complex to promote efficient consolidation of Public Services.

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

The funds for this increase are available in account no. 04-215-55-886-990 in the amount of ONE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$136,500.00) bringing the overall base contract amount to TWO MILLION SEVENTY-SIX THOUSAND TWO HUNDRED EIGHTY-ONE AND 00/00 DOLLARS (\$2,076,281.00).

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

Contract currently in full force and effect. Additional work will commence upon Council approval

**7. ANTICIPATED COMPLETION OF PURCHASE DATE:**

Additional eight (8) months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
\_\_\_\_\_  
BRIAN F. WELLER, L.L.A., DIRECTOR

5-6-13  
\_\_\_\_\_  
DATE

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE**

**INTERDEPARTMENTAL MEMORANDUM**

**DATE** : May 6, 2013

**TO** : Peter Brennan, Council President and Members of the Municipal Council

**FROM** : Brian F. Weller, L.L.A., Director *BFW*

**SUBJECT** : Municipal Services Complex - Phase III - Building Construction and Site  
Work Administration Services  
Project No. 2009-029B  
Re: Amending Resolution - Urbahn Architects

---

The attached amending resolution for your consideration reflects additional services for Urbahn Architects for the Municipal Services Complex - Phase III Building Construction and Site Work Administration. Additional services include construction administration, site representation, controlled testing and inspections, technical visits and the commissioning agent work/reports for LEED requirements.

The following additional Municipal Services Complex proposals are included in this resolution as listed below:

1. Additional Controlled Inspection dated March 26, 2013 (\$94,500.00); and
2. Additional Site Design Services due to Field Conditions dated February 28, 2013 (\$42,000.00);

If you have any questions, please feel free to call.

ab

c: Rodney Hadley, Director, Department of Public Works

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

City Clerk File No. Res. 12-100

Agenda No. 10.Y

Approved: FEB 08 2012

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

WHEREAS, the City of Jersey City requires the services of a professional architectural firm to provide construction administration in connection with the New Municipal Services Complex, 13 East Linden Avenue, Jersey City, New Jersey; and

WHEREAS, the City of Jersey City has solicited a proposal from Urbahn Architects who undertook and completed, the Phase I - Design Development, Environmental and Geotechnical Services scope of work for this project; under Resolution Res. 09-701 and Phase II - Construction Documents and Construction Administration under Resolution Res. 10-387; and

WHEREAS, Urbahn Architects, a pre-qualified firm submitted a proposal for their services totaling \$1,939,781.00; and

WHEREAS, Urbahn Architects, 30 Sherman Avenue, Glen Ridge, New Jersey 07028 possesses by virtue of their pre-qualification, the necessary qualifications to undertake this project and has submitted the attached proposals dated June 9, 2009, August 5, 2011, September 16, 2011 and December 26, 2011; and

WHEREAS, Urbahn Architects 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, these funds are available for this expenditure from Account No.:

Acct. No. 04-215-55-886-990 P.O. No. 105366 \$1,939,781.00

WHEREAS, Donald Henry, Vice President has completed and submitted a Business Entity Disclosure Certification which certifies that Urbahn Architects 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 Urbahn Architects from making any reportable contributions during the term of the contract; and

WHEREAS, Donald Henry, has submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Urbahn Architects; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) these services are professional services which may be awarded without public bidding; and

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

1. The Mayor or Business Administrator is authorized to execute a service agreement with the firm of Urbahn Architects for a lump sum fee not to exceed ONE MILLION NINE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-ONE (\$1,939,781.00) DOLLARS.

RECEIVED

2012 FEB -9 PM 3:23

DIVISION OF ADMINISTRATION

COPY

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION SERVICES FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

2. This contract be awarded without competitive bidding as a "professional" service; under the provisions of the Local Public Contracts Law because the services will be rendered by persons authorized by law to practice a recognized profession; and
3. A copy of this Resolution be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution. N.J.S.A. 40A:11-1, et. seq.
4. The award of this agreement shall be subject to the condition that Consultant provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.
5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference; shall be placed on file with this resolution.

*J.A.*  
*2/3/12*  
*S.*

I, Donna Mauber (DONNA MAUBER), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-886-990 for payment of the above Resolution.

sb  
 January 12, 2012

APPROVED: [Signature] 1/17/12 APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel  
 Certification Required   
 Not Required

APPROVED 9-0  
 2/8/12

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	✓			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.  
[Signature] Peter M. Brennan, President of Council  
[Signature] Robert Byrna, City Clerk

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. 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 LEGISLATION:**

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO URBAN ARCHITECTS, IN CONNECTION WITH PHASE III-BUILDING CONSTRUCTION AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Brian F. Weller, L.L.A., Director, Division of Architecture.

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

To provide the next phase of services including building construction and construction administration services for the New Municipal Services Complex, Project No. 2009-029.

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

Services provided will result in the design and eventual completion of a new facility that will replace current Public Works and JCIA facilities with a new energy-efficient, LEED Platinum facility.

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

Account No's 04-215-55-886-990 for a total cost not to exceed ONE MILLION NINE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-ONE (\$1,939,781.00) DOLLARS.

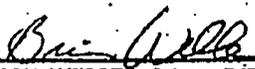
**6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

Upon notification of award

**7. ANTICIPATED COMPLETION OF PURCHASE DATE:**

Approximately twenty-four (24) months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
BRIAN F. WELLER, L.L.A., DIRECTOR

1.12.12  
DATE

Urbahn Architects PC  
30 Sherman Avenue  
Glen Ridge, NJ 07028  
T 973.639.0194  
F 973.639.0077  
www.urbahn.com

## URBAHN ARCHITECTS

26 March 2013

Mr. Brian F. Weller  
Director  
City of Jersey City  
Department of Public Works  
Division of Architecture  
575 Route 440  
Jersey City, NJ  
07305

Re: Fee Proposal for Municipal Services Complex  
UAI Project #0712.01 Phase 918 Additional Controlled Inspections

Dear Mr. Weller:

We are enclosing one copy of our fee proposal to provide additional Controlled Inspections Services for the above referenced project.

### *Scope of Work*

The current allowance for Controlled Inspections has spent \$118,718.57 of the \$150,000.00 allocated for this task. See the attached summary sheet of invoicing to date and AEL's notification of approaching the limit to the fee cap. Attached are the invoices which summarize the testing that has been performed for the project. The scope of the Building Code required services is outlined in the original AEL proposal date July 13, 2012 attached to this proposal.

The construction of the MSC project at the end of February 2013 is about 30% complete. Currently the majority of the foundation work has been completed except for the remainder of the Office Building that was delayed by the MUA 42 inch line relocation work, the Salt Shed Foundation and the Recycle Platform and retaining walls. Structural steel has begun on the Auto Building. The Office Building Structural Steel will follow once the foundations are complete. Other Controlled Inspections are required to complete include:

- Concrete floor slabs
- Completion of site grading
- Roadway construction
- Fire-proofing
- Fire-stopping
- Other required controlled inspections.

## URBAHN ARCHITECTS

### *Compensation*

The attached fee proposal summarizes the recommended funding level for the additional controlled inspections. The total compensation for the above noted services shall be a not to exceed value of Ninety-Four Thousand Five Hundred Dollars and no cents (\$94,500.00). The Controlled Inspection services shall be compensated on a per test basis as indicated in the AEL proposal plus a mark-up of 5% for management. Services are limited to the allowance set forth in the fee schedule. Work beyond the allowance amount will be considered additional services.

Please acknowledge acceptance of the proposed service and fee by signing and returning the attached copy to this office. If you have any questions about these services or the fee proposal do not hesitate to contact me.

Sincerely,



Urbahn Architects PC  
Donald E. Henry Jr., RA LEEDAP  
Managing Partner  
DEH/deh

---

Accepted by JC Architecture

Encl.

cc:

L. Apesa-Geritano

File 0712.01/01

---

Date

Urbahn Architects PC  
30 Sherman Avenue  
Glen Ridge, NJ 07028  
T 973.639.0194  
F 973.639.0077  
www.urbahn.com

## URBAHN ARCHITECTS

28 February 2013

Mr. Brian F. Weller  
Director  
City of Jersey City  
Department of Public Works  
Division of Architecture  
575 Route 440  
Jersey City, NJ  
07305

Re: Fee Proposal for Municipal Services Complex  
UAI Project #0712.01 Phase 917 Additional Site Design Services due to Field Conditions

Dear Mr. Weller:

We are enclosing one copy of our fee proposal to provide additional Architectural/Engineering Services for the above referenced project.

### *Scope of Work*

#### Site Design Revisions

The scope of services for this task is to provide design services to revise the site design of the Municipal Services Complex to accommodate changes due to the MUA revisions to the 42" Combined Sewer Trunk line and associated manholes and to make adjustments to the project to avoid hidden bedrock at the Recycling Platform and at Retaining Wall 4. The service also includes the redesign of the Tow Pound Area to dispose 24,000 CY of Unsuitable Fill that has accumulated on the site from poor soil conditions and additional environmentally contaminated soils discovered during site excavations. See the attached map of soils from TCC/Vollers and itemized soil spreadsheet. The attached proposal from Maitra Associates dated September 28, 2012 and January 29, 2013 provides additional detail on the additional work required.

These additional services are being provided in lieu of issuing a change order to the Contractor TCC to excavate significant amounts of bedrock and to avoid exporting the unsuitable soils. The potential cost of these change orders would be in excess of one million dollars.

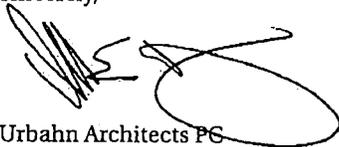
### *Compensation*

The attached fee proposal summarizes the additional work effort required by this task. The total compensation for the above noted services shall be a not to exceed value of Forty Two Thousand Dollars and no cents (\$42,000.00). The services will be billed on a lump sum basis.

URBAHN ARCHITECTS

Please acknowledge acceptance of the proposed service and fee by signing and returning the attached copy to this office. If you have any questions about these services or the fee proposal do not hesitate to contact me.

Sincerely,



Urbahn Architects PC  
Donald E. Henry Jr., RA LEEDAP  
Managing Partner  
DEH/deh

---

Accepted by JC Architecture

Encl.

---

Date

cc:

L. Apesa-Geritano

File 0712.01/01

T:\Donn H\0712.00 JC municipal Strtegic Plan\New folder\130228 Add Const Admin Services Proposal.docx

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

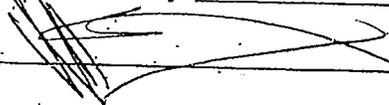
**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

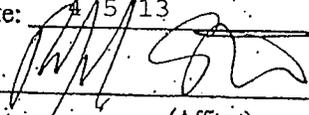
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Urbahn Architects, P.C.

Signed:  Title: Vice President

Print Name: Donald E. Henry Jr. Date: 4/5/13

Subscribed and sworn before me  
this 5 day of April 2013.  
My Commission expires:

  
(Affiant)  
Rafael Stein/Vice President  
(Print name & title of affiant) (Corporate Seal)

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





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: Martin D. Stein	Name:
Home Address: 40 Montgomery Place Apt #1, Brooklyn, NY 11215	Home Address:
Name: Natale V. Barranco	Name:
Home Address: 3 William Puckey Drive Cortlandt Manor, NY 10566	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 5 day of April, 2013

(Notary Public) *Katharine Ann Cunningham*

**KATHARINE ANN CUNNINGHAM**  
Notary Public - State of New York  
No. 01CU8277856  
Qualified in New York County  
My Commission Expires 3/11/2017

*Rafael Stein*  
(Affiant)

Rafael Stein/Vice President  
(Print name & title of affiant)

(Corporate Seal)

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

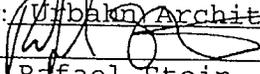
Check the box that represents the type of business entity:

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

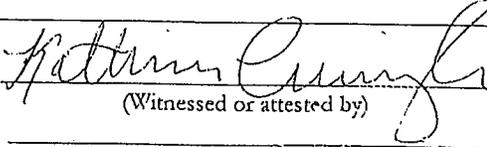
Name of Stock or Shareholder	Home Address
Martin D. Stein	40 Montgomery Place, Apt #1, BK, NY 11215
Natale V. Barranco	3 William Puckey Drive, Cortlandt Manor, NY 10567

**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: Wibahn Architects, P.C.  
 Signature of Affiant:  Title: Vice President  
 Printed Name of Affiant: Rafael Stein Date: 4/5/13

Subscribed and sworn before me this 5 day of April, 2013  
 My Commission expires: 3/11/2017

  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)

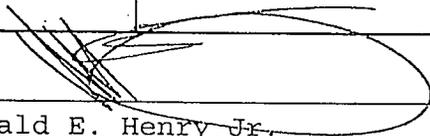
**PUBLIC DISCLOSURE INFORMATION**

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
Martin D. Stein	40 Montgomery Place, Apt #1, BK, NY 11215	90%
Natale V. Barranco	3 William Puckey Drive, Cortlandt Manor, NY 10567	10%

SIGNATURE :

  
Donald E. Henry Jr.  
Vice President

TITLE:

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

April 5th

OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

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

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27** .

**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

**Representative's Name/Title (Print):** Donald E. Henry Jr./Vice President

**Representative's Signature:** \_\_\_\_\_

**Name of Company:** Urbahn Architects, P.C.

**Tel. No.:** 973.639.0194 **Date:** 4/5/13

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-36 et seq; N.J.A.C. 17:27

#### Goods, Professional Services and General Service Contracts

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

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

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

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

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

## EXHIBIT A (continued)

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

supplemented from time to time and the Americans with Disabilities Act.

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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

**EXHIBIT A**  
**N.J.S.A. 10:5-36 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

Representative's Name/Title (Print): Donald E. Henry Jr./Vice President

Representative's Signature: \_\_\_\_\_

Name of Company: Urbahn Architects, P.C.

Tel. No.: 973.639.0194 Date: 4/5/13

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

The contractor and the Division of Architecture of City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

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

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

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

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

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

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

**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 E. Henry Jr./Vice President

**Representative's Signature:** \_\_\_\_\_

**Name of Company:** Urbahn Architects, P.C.

**Tel. No.:** 973.639.0194      **Date:** 4/5/13

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

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

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

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

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

OR

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

OR

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

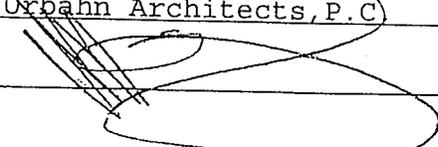
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: Urbahn Architects, P.C)

SIGNATURE: 

DATE: 4/5/13

PRINT

NAME: Donald E. Henry Jr. TITLE: Vice President

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Urbahn Architects, P.C.

Address: 30 Sherman Ave., Glen Ridge, NJ 07028

Telephone No.: 973.639.0194

Contact Name: Rafael Stein

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Urbahn Architects, P.C.

Address: 30 Sherman Ave, Glen Ridge, NJ 07028

Telephone No.: 973.639.0194

Contact Name: Rafael Stein

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

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

15-NOV-2008 to 15-NOV-2015

URBAHN ARCHITECTS, PC  
30 SHERMAN AVENUE  
GLEN RIDGE NJ 07028



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".



Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 13-382

Agenda No. 10.Z.2

Approved: MAY 29 2013

TITLE:



**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 11507 LOT 20 ADDRESS 331 MARIN BLVD. F/K/A BLOCK 206 LOT M ADDRESS 331 HENDERSON STREET.**

**COUNCIL**  
following resolution:

offered and moved adoption of the

**WHEREAS**, the City of Jersey City on July 31, 1980 sold the above property not needed for public use to: Artex Corporation, 111 First Street, Jersey City, New Jersey; and

**WHEREAS**, the conditions of sale set forth that all existing structures shall be demolished and the property shall be cleaned and grated; and

**WHEREAS**, 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 Real Estate Office has conducted an inspection on Block 11507 Lot 20 331 Marin Blvd. f/k/a Block 206 Lot M 331 Henderson Street, which indicates that the structure has been demolished and the property has been cleaned and grated; 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 acknowledgment:

**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 July 8, 1980 have been complied with.
2. Block 11507 Lot 20 331 Marin Blvd. f/k/a Block 206 Lot M 331 Henderson Street, is hereby released from any and all restrictions.
3. The Mayor is hereby authorized to execute this resolution and a notary public notarize the acknowledgment 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.

WITNESS

CITY OF JERSEY CITY

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

\_\_\_\_\_  
Jerramiah T. Healy, Mayor

City Clerk File No. Res. 13-382

Agenda No. 10.Z.2 MAY 29 2013

TITLE: **RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 11507 LOT 20 ADDRESS 331 MARIN BLVD. f/k/a BLOCK 206 LOT M ADDRESS 331 HENDERSON 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 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 municipal 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 APPROVED AS TO LEGAL FORM  
Ann Marie Miller, Real Estate Manager

APPROVED: [Signature] \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								5.29.13			
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.

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

Robert Byrne  
Robert Byrne, City Clerk

See pictures  
over →

**CITY OF JERSEY CITY  
REAL ESTATE DIVISION**

DATE 5/15/2013  
BLOCK 11507 LOT (S) 20  
ADDRESS 331 Henderson Street / AKA / 331 Marin Blvd.  
DESCRIPTION Y/L DIMENSIONS \_\_\_\_\_  
OCCUPIED \_\_\_\_\_ VACANT LAND

TENANTS NAMES \_\_\_\_\_ OF ROOMS \_\_\_\_\_ MONTHLY RENT \_\_\_\_\_  
Clear to see if lot is clear, graded & fenced

*[Handwritten signature]*  
(Bldg. Demolished)

COMMENT: upon inspection of the Above  
Property I found it Clean  
and fenced. No Debris  
or garbage, sidewalks and  
6 ft. cyclone fence are in  
good shape. It's chained  
and padlocked.

DESCRIPTION GOOD X POOR \_\_\_\_\_  
SHOULD BE DEMOLISHED \_\_\_\_\_

INSPECTED BY: [Signature] 5/15/2013

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

City Clerk File No. Res. 13-383

Agenda No. 10.Z.3

Approved: MAY 29 2013

TITLE:



**RESOLUTION REMOVING A RESTRICTION FROM THE  
DEED OF CONVEYANCE THAT AFFECTS BLOCK 11507  
LOT 17 ADDRESS 339 MARIN BLVD. F/K/A BLOCK 206  
LOT R.1 ADDRESS 339 HENDERSON STREET.**

**COUNCIL**  
following resolution:

offered and moved adoption of the

**WHEREAS**, the City of Jersey City on July 31, 1980 sold the above property not needed for public use to: Artex Corporation, 111 First Street, Jersey City, New Jersey; and

**WHEREAS**, the conditions of sale set forth that the property be clean, graded and fenced; and

**WHEREAS**, 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 Real Estate Office has conducted an inspection on Block 11507 Lot 17 339 Marin Blvd. f/k/a Block 206 Lot R.1 339 Henderson Street, which indicates that the property has been cleaned, graded and a fence has been erected; 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 acknowledgment:

**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 July 8, 1980 have been complied with.
2. Block 11507 Lot 17 339 Marin Blvd. f/k/a Block 206 Lot R.1 339 Henderson Street, is hereby released from any and all restrictions.
3. The Mayor is hereby authorized to execute this resolution and a notary public notarize the acknowledgment 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.

WITNESS

CITY OF JERSEY CITY

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

\_\_\_\_\_  
Jerramiah T. Healy, Mayor

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 11507 LOT 17 ADDRESS 339 MARIN BLVD. F/K/A BLOCK 206 LOT R,1 ADDRESS 339 HENDERSON 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 and the said instrument signed and delivered by Jerramiah T. Healy who was at the date thereof the Mayor of said municipal 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  
Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

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

See pictures  
over →

**CITY OF JERSEY CITY  
REAL ESTATE DIVISION**

DATE 5/15/2013  
BLOCK 11507 LOT (S) 17  
ADDRESS 339 Herdman Street / ARA / 339 Marin Blvd  
DESCRIPTION V/L DIMENSIONS \_\_\_\_\_  
OCCUPIED \_\_\_\_\_ (VACANT LAND)

TENANTS NAMES OF ROOMS MONTHLY RENT

Check to see if bldg was demolished

*PR*

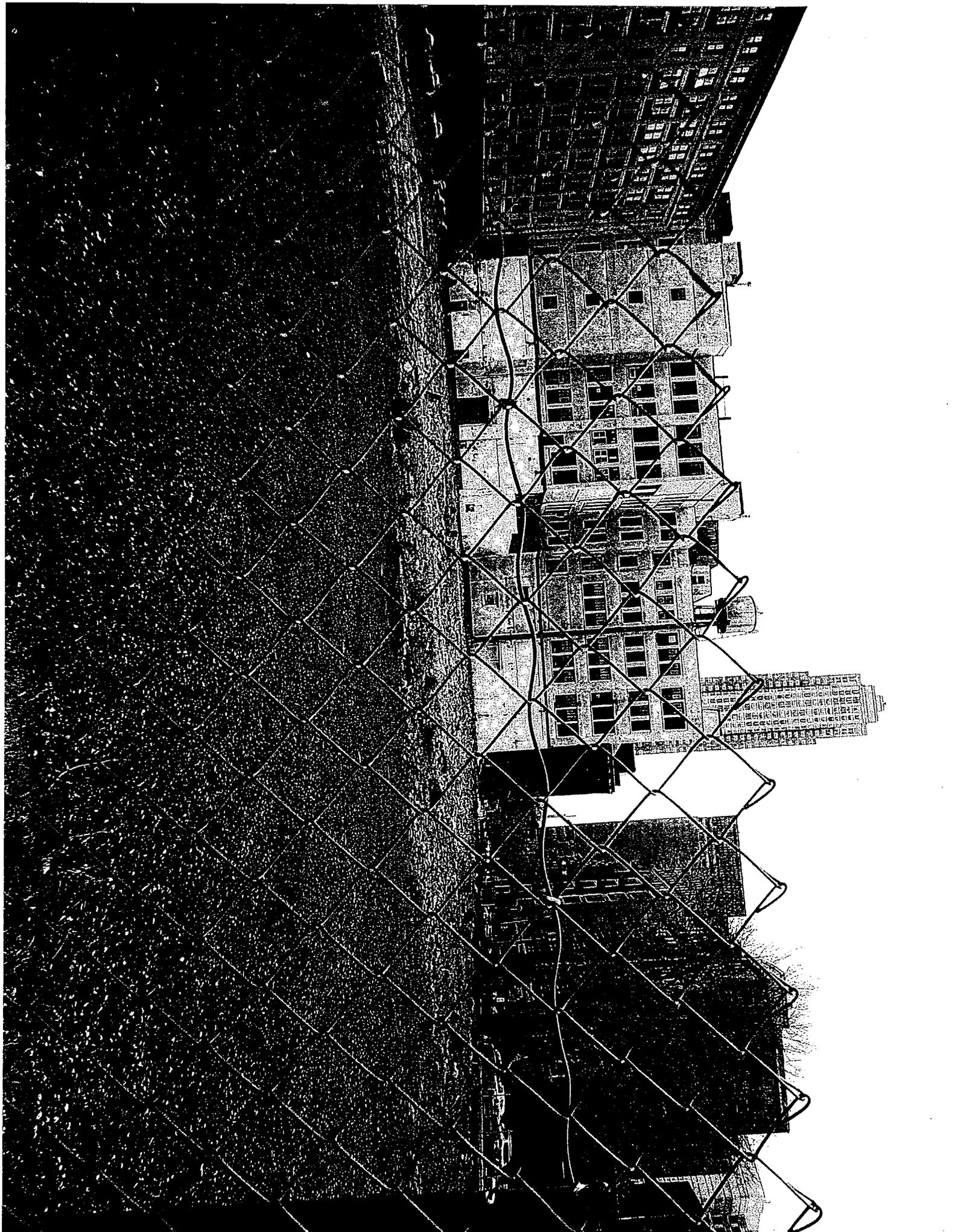
Bldg. Demolished

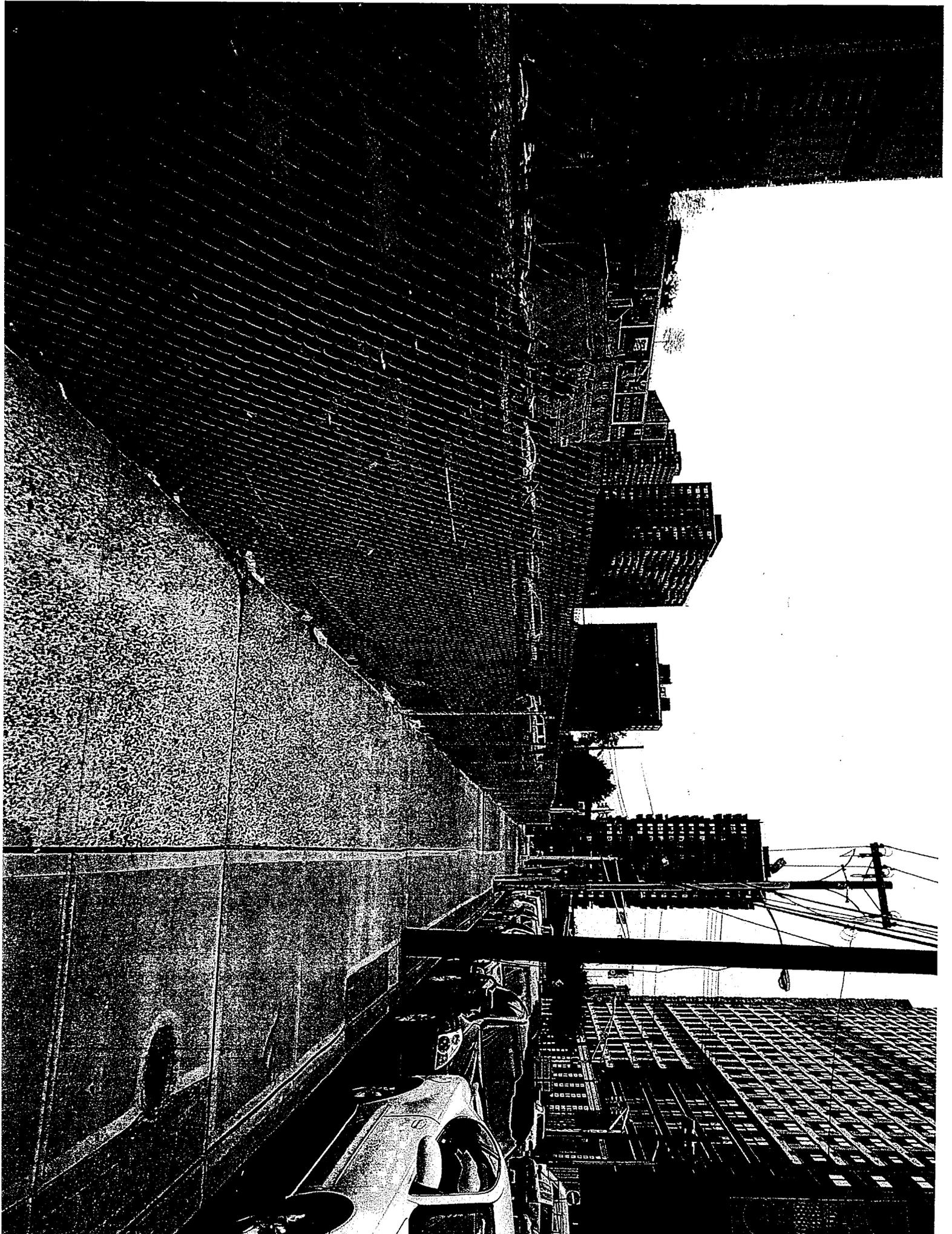
COMMENT: upon inspection of the above  
property I found it  
clean and fenced.  
No debris or garbage.  
sidewalk 6 ft. Cyclone fence  
are in good shape.  
It's chained and padlocked.

DESCRIPTION GOOD  POOR \_\_\_\_\_

SHOULD BE DEMOLISHED \_\_\_\_\_

INSPECTED BY: D. Lopez 5/15/2013







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

City Clerk File No. Res. 13-384

Agenda No. 10.Z.4

Approved: MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WARREN STREET FROM YORK STREET TO GRAND STREET BEGINNING NOON AND ENDING 6:00 P.M., SATURDAY, JUNE 1, 2013 (RAIN DATE: SUNDAY, JUNE 2, 2013) AT THE REQUEST OF OUR LADY OF CZESTOCHOWA FOR THE PURPOSE OF A SPRING FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Our Lady of Czestochowa to close Warren Street from York Street to Grand Street beginning Noon and ending 6:00 p.m. on Saturday, June 1, 2013 (rain date: Sunday, June 2, 2013) for the purpose of a spring festival; and

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

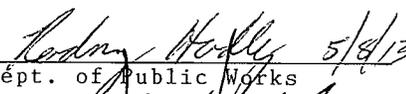
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

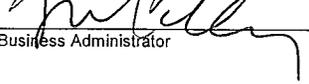
**WHEREAS**, the request to close Warren Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) and Section 122-8(A) as the application for the street closing has been filed by a nonresident; and

**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 and Section 122-8 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Warren Street from York Street to Grand Street beginning Noon and ending 6:00 p.m. on Saturday, June 1, 2013 (rain date: Sunday, June 2, 2013) for a spring festival.

APPROVED:  5/7/13  
Municipal Engineer

APPROVED:  5/8/13 APPROVED AS TO LEGAL FORM  
Director, Dept. of Public Works

APPROVED:    
Business Administrator Corporation Counsel

CFL:pc1  
(05.08.13)

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

  
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), Warren Street from York Street to Grand Street beginning Noon and ending 6:00 p.m. on Saturday, June 1, 2013 (rain date: Sunday, June 2, 2013) at the request of Our Lady of Czestochowa for the purpose of a spring festival.

**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, Department of Public Works at the request of Yeon Benkovitz on behalf of Our Lady of Czestochowa, 248 Marin Blvd., JCNJ 201.988.3076

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

Authorize the closing of Warren Street from York Street to Grand Street from Noon to 6:00 p.m. on Saturday, June 1, 2013 (rain date: Sunday, June 2, 2013)

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

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

Noon, Saturday, June 1, 2013 (rain date: Sunday, June 2, 2013)

**8. Anticipated completion date:**

6:00 p.m., Saturday, June 1, 2013 (rain date: Sunday, June 2, 2013)

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

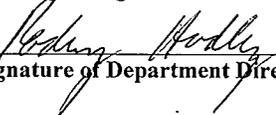
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, ex. 4469

**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

5/7/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

5/8/13  
\_\_\_\_\_  
Date

# **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** WARREN ST, YORK ST to GRAND ST

PURPOSE OF EVENT: spring festival

**BEGINS: Noon ENDS: 6PM Saturday, June 1 (rain date Sunday, June 2), 2013**

**APPLICANT:** Yeon Benkovitz

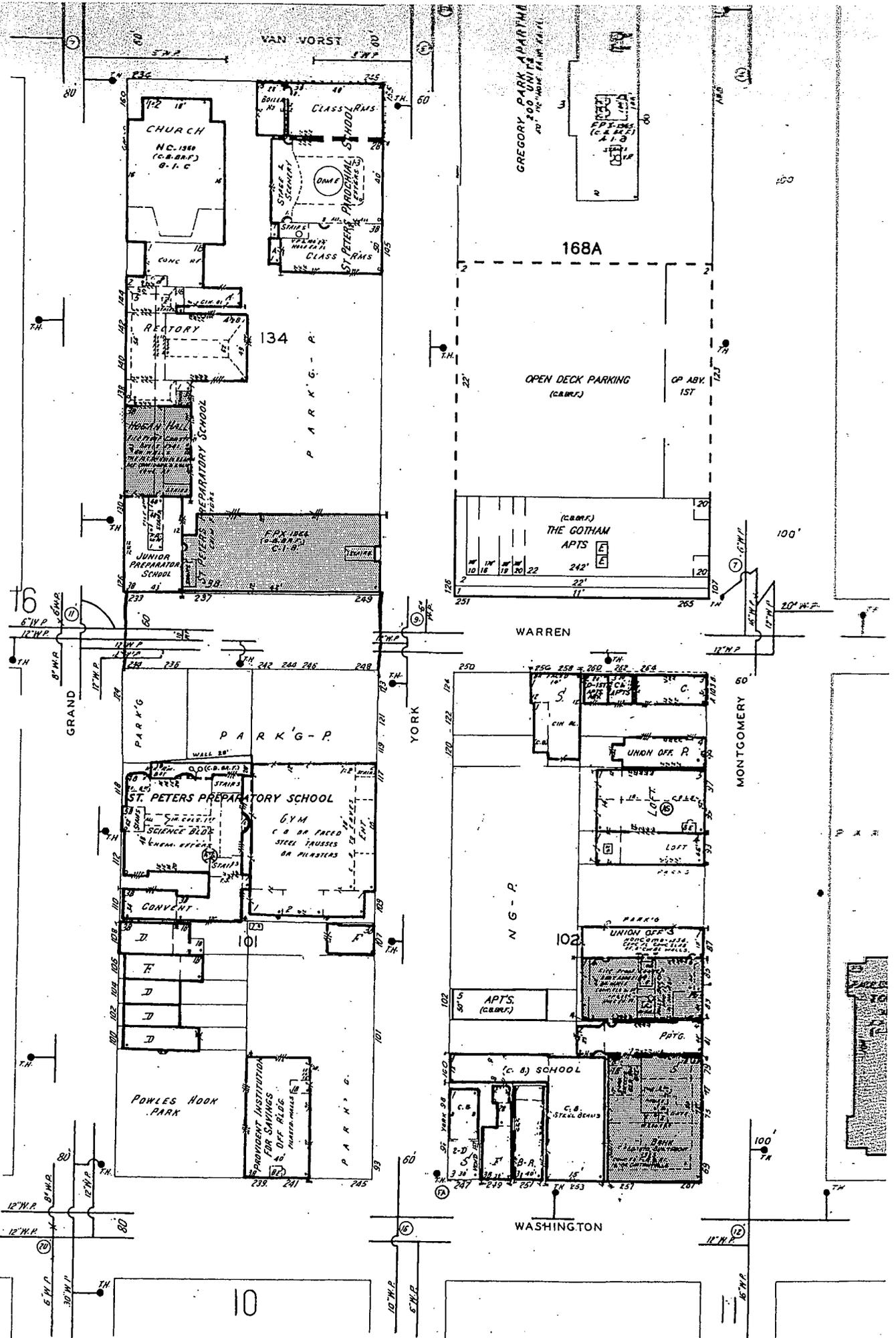
**ORGANIZATION :** Our Lady of Czestochowa

**ADDRESS:** 248 Marin Blvd

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.988.3076

**BEING WAIVED:** nonresident



CHURCH  
NO. 1369  
(C.B.B.F.)  
O.I.C.

CLASS ROOMS  
DOME  
PROCESSIONAL STAIRS  
ST. PETER'S PARISH CLASS

RECTORY

134

ST. PETER'S PREPARATORY SCHOOL

JUNIOR PREPARATORY SCHOOL

EXP. BLDG.  
(C.B.B.F.)  
C.I.O.

168A

OPEN DECK PARKING  
(C.B.B.F.)

THE GOTHAM  
APTS  
E  
E

WARREN

PARK'G - P.

ST. PETER'S PREPARATORY SCHOOL  
GYM  
C.B. OR FACED  
STEEL TRUSSES  
ON PILASTERS  
CONVENT

101

POWLES HOOK  
PARK

PROVIDENT INSTITUTION  
FOR SAVINGS  
OFF. BLDG.  
PLASTER WALLS

UNION OFF. R.

LOFT  
LOFT  
LOFT

102

APTS.  
(C.B.B.F.)

(C.B.) SCHOOL  
STEEL TRUSSES

WASHINGTON

10

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

City Clerk File No. Res. 13-385

Agenda No. 10.Z.5

Approved: MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),  
EXCHANGE PLACE BEGINNING 8:30 A.M. AND ENDING 5:00 P.M., SUNDAY,  
JUNE 2, 2013 (RAIN DATE: SUNDAY, JUNE 9, 2013) AT THE REQUEST OF  
BIKE JC FOR THE PURPOSE OF A GROUP BIKE RIDE FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Bike JC to close Exchange Place beginning 8:30 a.m. and ending 5:00 P.M. on Sunday, June 2, 2013 (rain date: Sunday, June 9, 2013) for the purpose of a festival to celebrate JC bike culture and safety; 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, 296-73 and Section 122-8 be waived; and

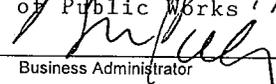
**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(2)(8), 296-73(D) and 122-8(A)(C) as the application for the street closing has been filed by a nonresident and the event starts earlier than permitted; and

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

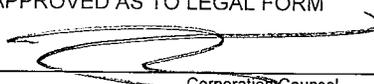
**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 8:30 a.m. and ending 5:00 P.M. on Sunday, June 2, 2013 (rain date: Sunday, June 9, 2013).

APPROVED:  5/9/13  
Municipal Engineer

APPROVED:  5/9/13  
Director, Dept. of Public Works

APPROVED:   
Business Administrator

CFL: pc1  
(05.08.13)

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required   
Not Required

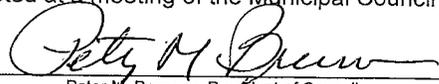
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.29.13			5.29.13								
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.

  
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 8:30 a.m. and ending 5:00 p.m. on Sunday, June 2, 2013 (rain date: Sunday, June 9, 2013) at the request of Bike JC for the purpose of a Group Bike Ride Festival.

**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, Department of Public Works at the request of Christopher Englese on behalf of Bike JC, 317 Ninth St., JCNJ 201.618.6526

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

Authorize the closing of Exchange Place from 8:30 a.m. to 5:00 p.m. on Sunday, June 2, 2013 (rain date: Sunday June 9, 2013)

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

Group Bike Ride Festival

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

8:30, Sunday, June 2, 2013 (rain date: Sunday, June 9, 2013)

**8. Anticipated completion date:**

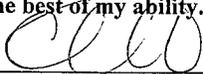
5:00 p.m., Sunday, June 9, 2013 (rain date: Sunday, June 9, 2013)

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

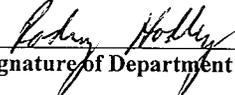
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works ex. 4469

**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

5/2/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

5/9/13  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** EXCHANGE PL

PURPOSE OF EVENT: Group Bike Ride Festival

**BEGINS: 8:30AM ENDS: 5PM Sunday, June 2 (rain date Sunday, June 9), 2013**

**APPLICANT:** Christopher Englese

**ORGANIZATION :** Bike JC

**ADDRESS:** 317 Ninth St

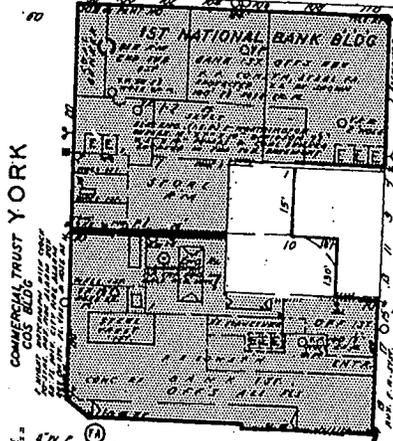
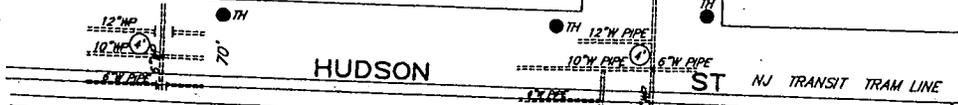
**CITY, STATE, ZIP:** Jersey City, New Jersey 07302

**PHONE #:** 201.618.6526

**BEING WAIVED:** nonresident, start time

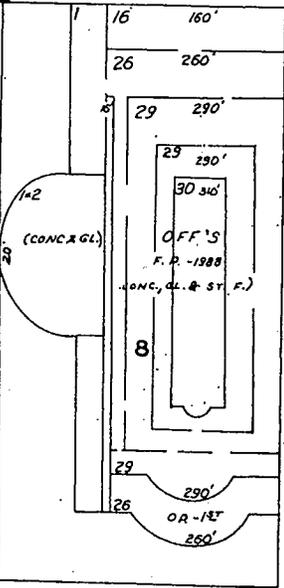
AREA SOUTH OF RAILROAD  
AV URBAN RENEWAL SITE

11



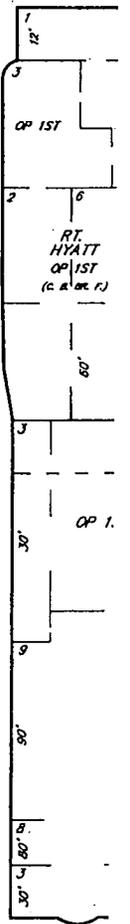
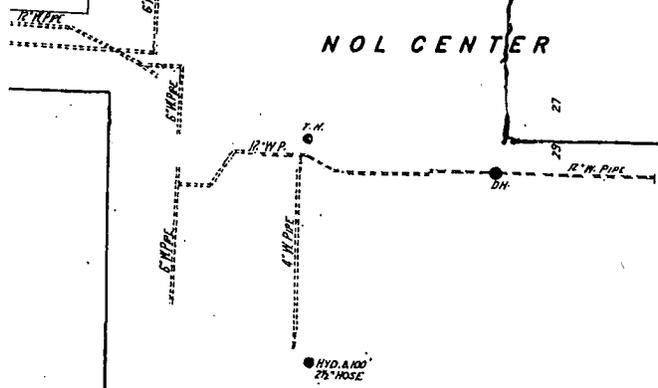
EXCHANGE PL.

PORT AUTHORITY  
TRANS. HUDSON CORP.

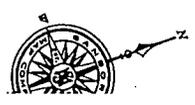


DR. CHRISTOPHER COLUMBUS  
(RAILROAD AV.)

NOL CENTER



5



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

City Clerk File No. Res. 13-386  
 Agenda No. 10.Z.6  
 Approved: MAY 29 2013  
 TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), YORK STREET FROM WASHINGTON STREET TO GREENE STREET ON THURSDAY, JUNE 20, 2013 (RAIN DATE: FRIDAY, JUNE 21, 2013) BEGINNING 3:00 P.M. AND ENDING 8:00 P.M. AT THE REQUEST OF THE YORK ST PROJECT FOR THE PURPOSE OF A DINNER EVENT FUND RAISER**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from The York St Project to close York Street from Washington Street to Greene Street on Thursday, June 20, 2013 (rain date: Friday, June 21, 2013) beginning 3:00 p.m. and ending 8:00 p.m. for the purpose of an annual fund raiser; and

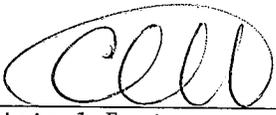
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

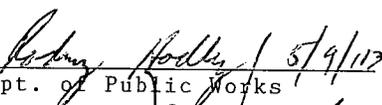
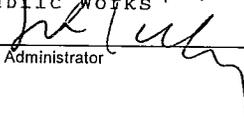
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Section 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71; 296-72 and 296-73 and Section 122-8 be waived; and

**WHEREAS**, the request to close York Street not meet one or more of the requirements set forth in 296-72(B)(2) and 296-73(D) and Section 122-8(C) because the event is being held on a weekday; and

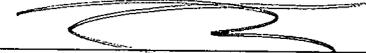
**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in 296-72, 296-73 and 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of York Street from Washington Street to Greene Street on Thursday, June 20, 2013 (rain date: Friday, June 21, 2013) beginning 3:00 p.m. and ending 8:00 p.m.

APPROVED:  5/8/13  
 Municipal Engineer

APPROVED:  5/9/13  
 Director, Dept. of Public Works  
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM

  
 Corporation Counsel

CFL:pc1  
 (05.08.13)

Certification Required

Not Required

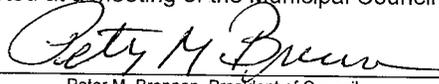
APPROVED 9-0

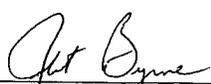
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.29.13			5.29.13			5.29.13					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 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), York Street from Washington Street to Greene Street on Thursday, June 20, 2013 (rain date: Friday, June 21, 2013) beginning 3:00 p.m. and ending 8:00 p.m. at the request of The York St Project for the purpose of a dinner event fund raiser.

**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, Department of Public Works at the request of Yolisse Grattini, on behalf of The York St Project, 89 York Street, JCNJ 201.451.8225

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

Authorize the closing of York Street from Washington Street to Greene Street on Thursday, June 20, 2013 (rain date: Friday, June 21, 2013) beginning 3:00 p.m. and ending 8:00 p.m.

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

A dinner event fund raiser

**5. Anticipated benefits to the community:**

Community Affair

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

No Cost to the City

**7. Date proposed program or project will commence:**

3:00 p.m., Thursday, June 20, 2013 (rain date: Friday, June 21, 2013)

**8. Anticipated completion date:**

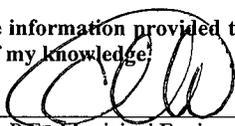
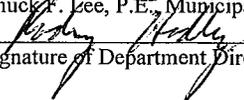
8:00 p.m., Thursday, June 20, 2013 (rain date: Friday, June 21, 2013)

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

Monte Zucker, Division of Engineering, 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 knowledge:

  
\_\_\_\_\_  
Chuck F. Lee, P.E., Municipal Engineer  
  
\_\_\_\_\_  
Signature of Department Director

5/7/13  
Date  
5/9/13  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** YORK ST, WASHINGTON ST to GREENE ST

PURPOSE OF EVENT: dinner event fundraiser

**BEGINS: 3PM ENDS: 8PM Thursday, June 20 (rain date Friday, June 21), 2013**

**APPLICANT:** Yolisse Carattini

**ORGANIZATION :** York St Project

**ADDRESS:** 89 York St

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.451.8225

**BEING WAIVED:** day of week

ST. 67, 68 & 89  
RENEWAL SITE.

16

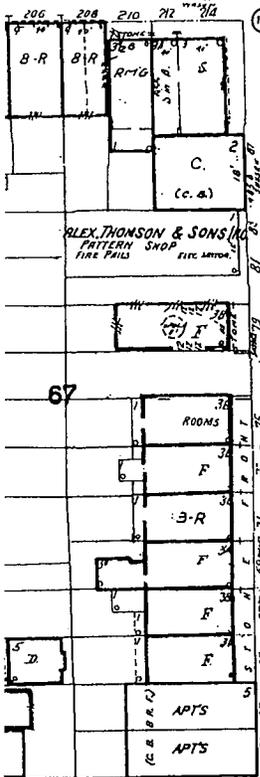
17



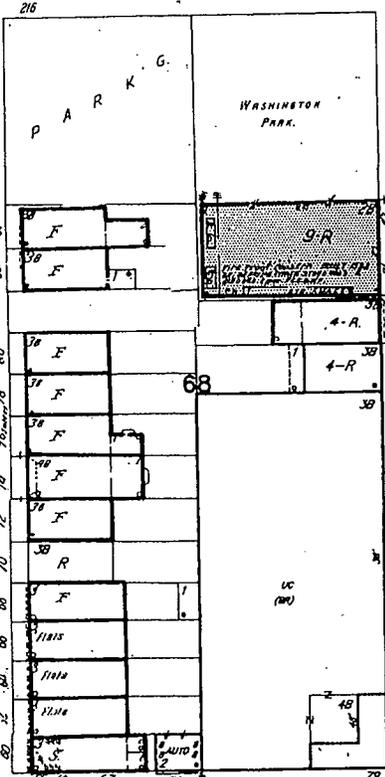
WASHINGTON

ST.

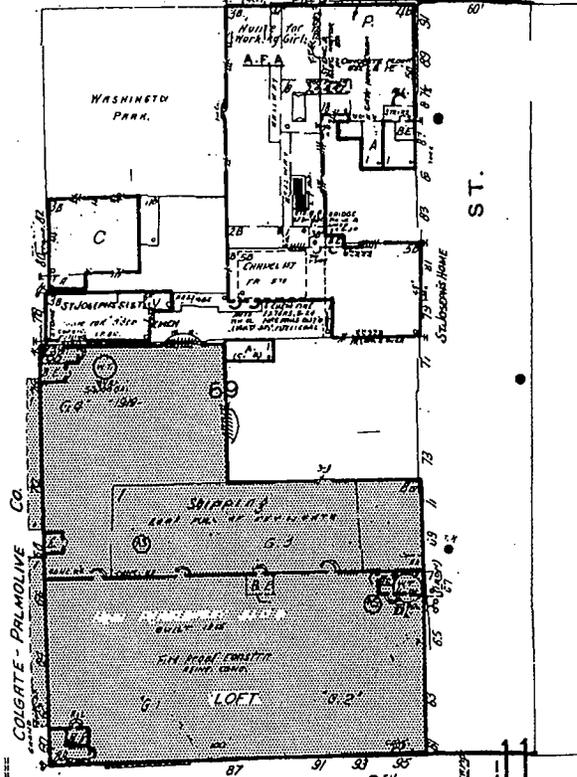
CENTER FOR HUMAN DEVELOPMENT  
244 / 246



SUSSEX ST.



ST.



ST.

GREENE

ST

36

37

P A R K I N G

P A R K I N G

P A R K I N G

GRAND - JOSEPH R DUFFY ST

YORK

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

City Clerk File No. Res. 13-387

Agenda No. 10.Z.7

Approved: MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),  
POPLAR STREET FROM SUMMIT AVENUE TO CENTRAL AVENUE  
BEGINNING 1:00 P.M. AND ENDING 10:00 P.M., SATURDAY, JUNE 29 AND  
SUNDAY, JUNE 30, 2013 AT THE REQUEST OF THE CHURCH OF LILY OF  
THE VALLEY FOR THE PURPOSE OF CHURCH SERVICES**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Church of Lily of the Valley to close Poplar Street from Summit Avenue to Central Avenue beginning 1:00 p.m. and ending 10:00 p.m. on Saturday, June 29 and Sunday, June 30, 2013 for the purpose of Church services; and

**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72 and Chapter 122-8, 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;

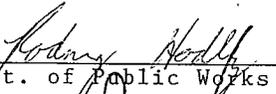
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Chapter 122-8 be waived; and

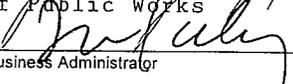
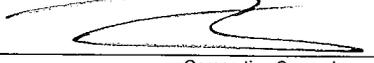
**WHEREAS**, the request to close Poplar Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296-73(D) and Chapter 122-8(A)(C) as the application for the street closing has been filed by a nonresident and the end time exceeds what is permitted; and

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

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Poplar Street from Summit Avenue to Central Avenue beginning 1:00 p.m. and ending 10:00 p.m. on Saturday, June 29 and Sunday, June 30, 2013

APPROVED:  5/10/13  
Municipal Engineer

APPROVED:  5/10/13 APPROVED AS TO LEGAL FORM  
Director, Dept. of Public Works

APPROVED:    
Business Administrator Corporation Counsel

CFL:pc1  
(05.10.13)

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

  
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), Poplar Street from Summit Avenue to Central Avenue beginning 1:00 p.m. and ending 10:00 p.m. Saturday, June 29 and Sunday, June 30, 2013, at the request of the Church of Lily of the Valley for the purpose of Church services.

**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, Department of Public Works at the request of Noel Nunez on behalf of the Church of Lily of the Valley, 1146 Summit Avenue, JCNJ , 201.294.8307

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

Authorize the closing of Poplar Street from Summit Avenue to Central Avenue beginning 1:00 p.m. and ending 10:00 p.m. Saturday, June 29 and Sunday, June 30, 2013

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

Church services

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

1:00 p.m., Saturday, June 29 and Sunday, June 29, 2013

**8. Anticipated completion date:**

10:00 p.m., Saturday, June 29 and Sunday, June 30, 2013

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

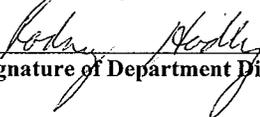
Monte Zucker, Division of Traffic and Transportation, Department of Public Works, ex. 4469

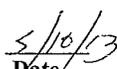
**10. Additional comments:**

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** POPLAR ST from SUMMIT AV to CENTRAL AV

PURPOSE OF EVENT: Church Services

**BEGINS: 1PM ENDS: 10PM Saturday, June 29**

**BeGINS: 1PM ENDS: 10PM Sunday, June 30, 2013**

**APPLICANT:** Noel Nunez

**ORGANIZATION :** Church of Lily of the Valley

**ADDRESS:** 1146 Summit Av

**CITY, STATE, ZIP:** Jersey City NJ 07307

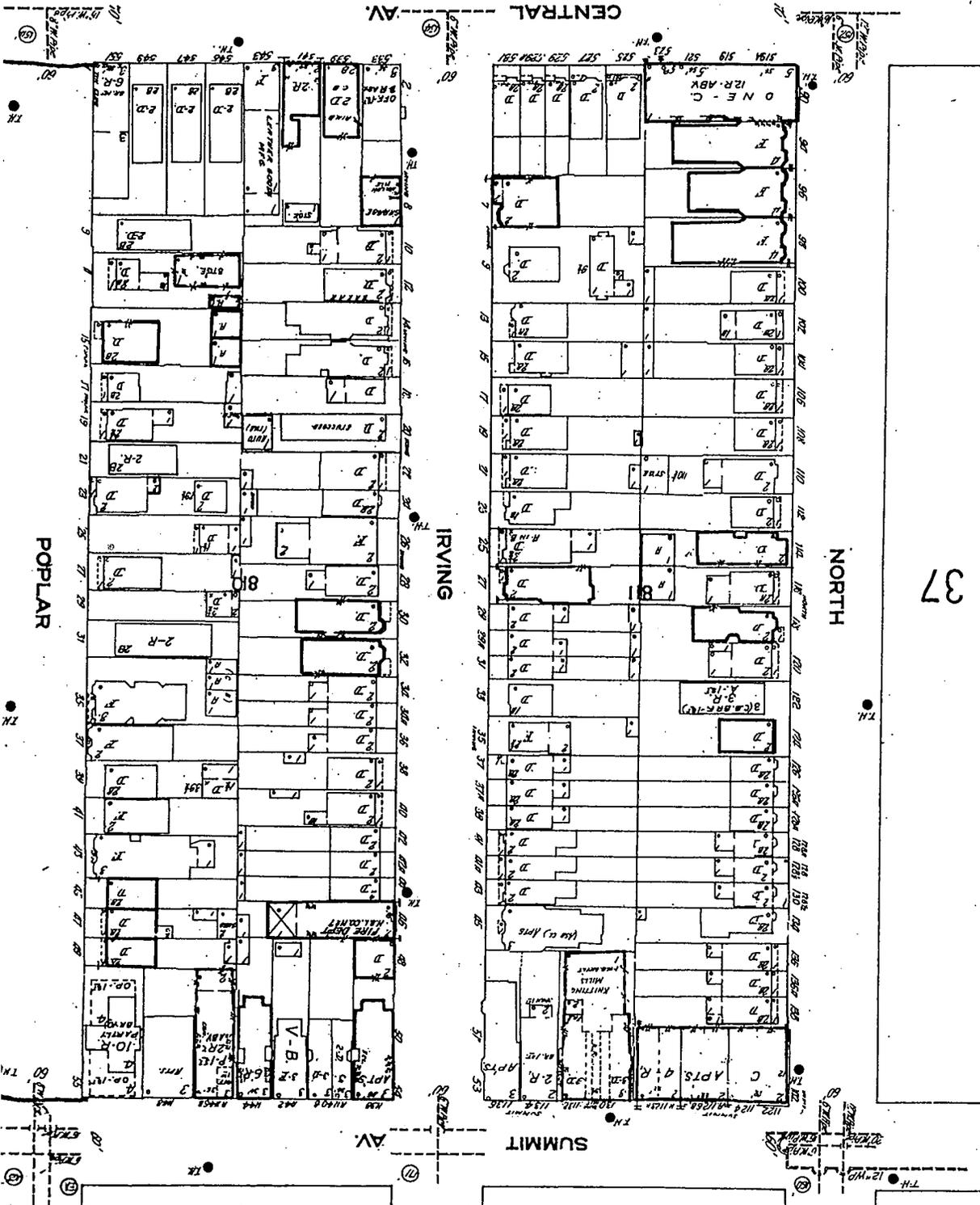
**PHONE #:** 201.294.8307

**BEING WAIVED:** end time, nonresident

49

48

NORTH ST



37

NORTH

SUMMIT AV

IRVING

POPLAR

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

City Clerk File No. Res. 13-388  
 Agenda No. 10.Z.8  
 Approved: MAY 29 2013



TITLE:

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BRIGHT STREET FROM JERSEY AVENUE TO VARICK STREET BEGINNING 7:00 A.M. AND ENDING 8:00 P.M. SATURDAY, JUNE 29, 2013 AT THE REQUEST OF THE FIRST PENTECOSTAL CHURCH OF GOD FOR THE PURPOSE OF A COMMUNITY FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the First Pentecostal Church of God to close Bright Street from Jersey Avenue to Varick Street beginning 7:00 a.m. and ending 8:00 p.m. Saturday, June 29, 2013 for the purpose of a Community festival; and

**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72 and Section 122-8 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 296-72, 296-73 and Section 122-8 be waived; and

**WHEREAS**, the request to close Bright Street does not meet one or more of the requirements set forth in Sections 296-72(B)(2), 296-73(D) and 122-8(C) as the event will begin earlier than what is permitted; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Bright Street beginning 7:00 a.m. and ending 8:00 p.m. Saturday, June 29, 2013.

APPROVED: *CEW* 5/10/13  
 Municipal Engineer

APPROVED: *Rodney Hobbie* 5/10/13 APPROVED AS TO LEGAL FORM  
 Director, Dept. of Public Works

APPROVED: *Juril* Corporation Counsel  
 Business Administrator

CFL:PCL  
 (05.10.13)

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

*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 the closing of a municipal street(s), Bright Street from Jersey Avenue to Varick Street beginning 7:00 a.m. and ending 8:00 p.m. on Saturday, June 29, 2013 at the request of the First Pentecostal Church of God for the purpose of a Community Festival.

**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, Department of Public Works at the request of Mario Castillo on behalf of the First Pentecostal Church of God, 441 Jersey Avenue, JCNJ 07302

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

Authorize the closing of Bright Street from Jersey Avenue to Varick Street beginning 7:00 a.m. and ending 8:00 p.m. on Saturday, June 29, 2013

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

Community Festival

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

7:00 a.m., Saturday, June 29, 2013

**8. Anticipated completion date:**

8:00 p.m., Saturday, June 29, 2013

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

Monte Zucker, Division of Engineering, 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

5/10/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

5/10/13  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:**                    **BRIGHT ST from JERSEY AV to VARICK ST**

PURPOSE OF EVENT: Community Festival

**BEGINS: 7AM ENDS: 8PM Saturday, June 29**

APPLICANT:                Mario Castillo

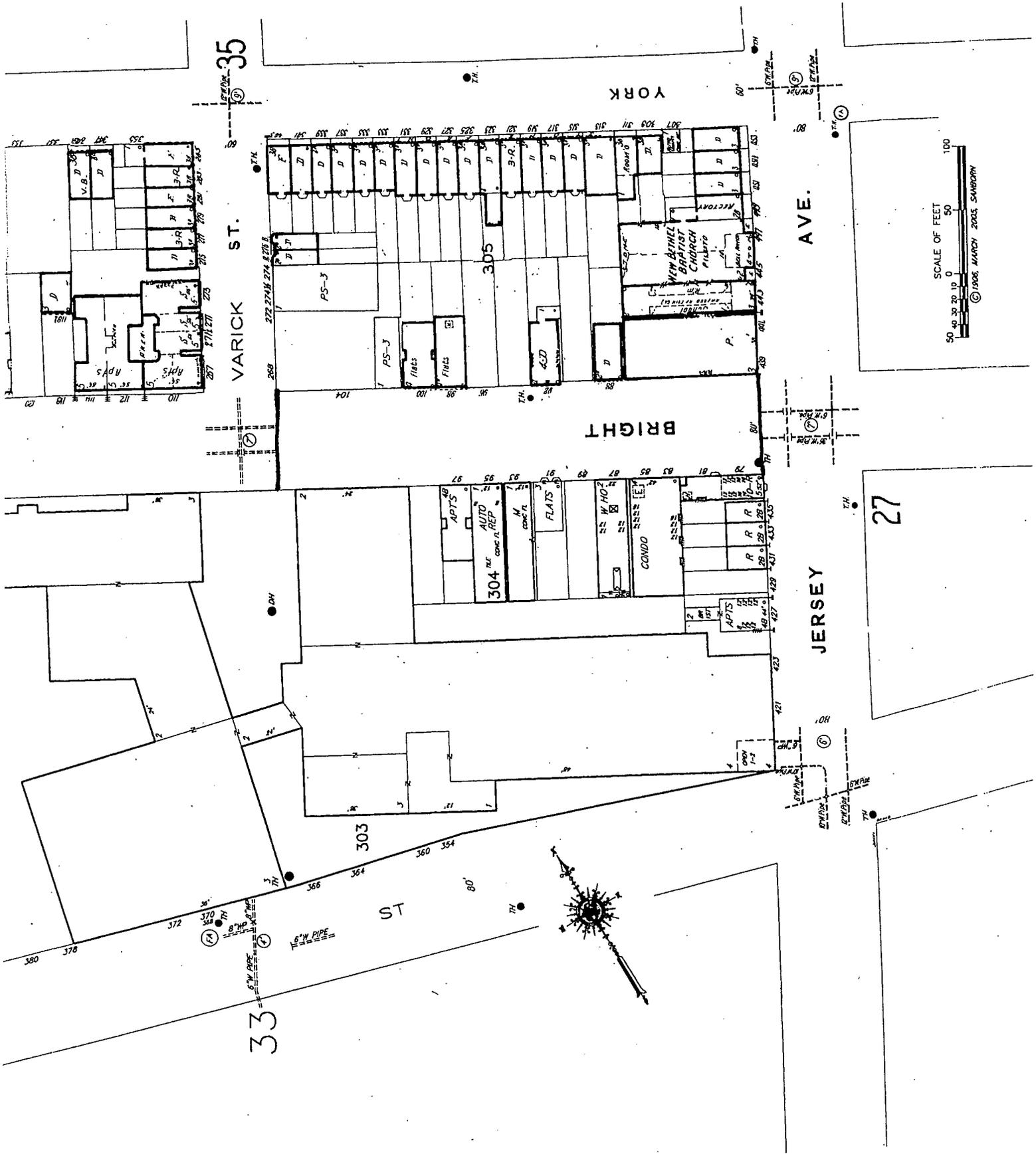
ORGANIZATION :        First Pentecostal Church of God

ADDRESS:                 441 Jersey Av

CITY, STATE, ZIP:      Jersey City NJ 07302

PHONE #:                 201.432.2741

BEING WAIVED:         start time



35  
 VARICK ST.

YORK

AVE.

BRIGHT

JERSEY

27

303

ST

33



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

City Clerk File No. Res. 13-389  
 Agenda No. 10.Z.9  
 Approved: MAY 29 2013  
 TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MCWILLIAMS PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M., SATURDAY, JUNE 8, 2013 (RAIN DATE: SUNDAY, JUNE 9, 2013) AT THE REQUEST OF THE HAMILTON PARK NEIGHBORHOOD ASSOCIATION FOR THE PURPOSE OF THE HAMILTON PARK FESTIVAL ANNUAL HPNA EVENT**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Hamilton Park Neighborhood Association to close McWilliams Place on Saturday, June 8, 2013 beginning 10:00 a.m. and ending 6:00 p.m., rain date: Sunday, June 9, 2013 for the purpose of the Hamilton Park festival annual HPNA event; and

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

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

**WHEREAS**, the request to close McWilliams Place does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), 296-72(B)(2), 296-73(D) and 122-8(A)(C) because the applicant is a non-resident of the area requested to be closed and the event is starting earlier than permitted; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of McWilliams Place beginning 10:00 a.m. and ending 6:00 p.m., Saturday, June 8, 2013, rain date: Sunday, June 9, 2013

APPROVED: *CEC* 5/1/13  
 Municipal Engineer

APPROVED: *Rodney Roddy* 5/2/13  
 Director, Dept. of Public Works

APPROVED: *[Signature]*  
 Business Administrator

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

CFL:pc1  
 (04.30.13)

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.29.13											
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.

*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 the closing of a municipal street(s), McWilliams Place beginning 10:00 a.m. and ending 6:00 p.m. on Saturday, June 8, 2013 (rain date: Sunday, June 9, 2013) at the request of the Hamilton Park Neighborhood Association for the purpose of the Hamilton Park festival annual HPNA event.

**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, Department of Public Works at the request of Elna Mukaida on behalf of the Hamilton Park Neighborhood Association, 364 Ninth Street, JCNJ 201.707.5529

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

Authorize the closing of McWilliams Place from Ninth Street to Eighth Street beginning Noon and ending 8:00 p.m. on Saturday, June 8, 2013 (rain date: Sunday, June 9, 2013)

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

The Hamilton Park festival annual HPNA event

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

10:00 a.m., Saturday, June 8, 2013, rain date: Sunday, June 9, 2013

**8. Anticipated completion date:**

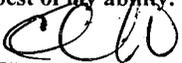
6:00 p.m., Saturday, June 8, 2013, rain date: Sunday, June 9, 2013

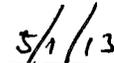
**9. Person responsible for coordinating proposed program, project, etc.:**

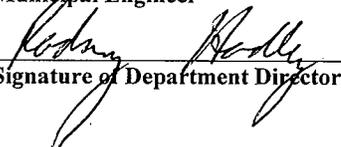
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, ex. 4469

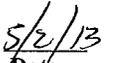
**10. Additional comments:**

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** McWILLIAMS PL

**PURPOSE OF EVENT:** Hamilton Park festival annual HPNA evet

**BEGINS: 10AM ENDS: 6PM Saturday, June 8 (rain date Sunday, June 9), 2013**

**APPLICANT:** Elna Mukaida

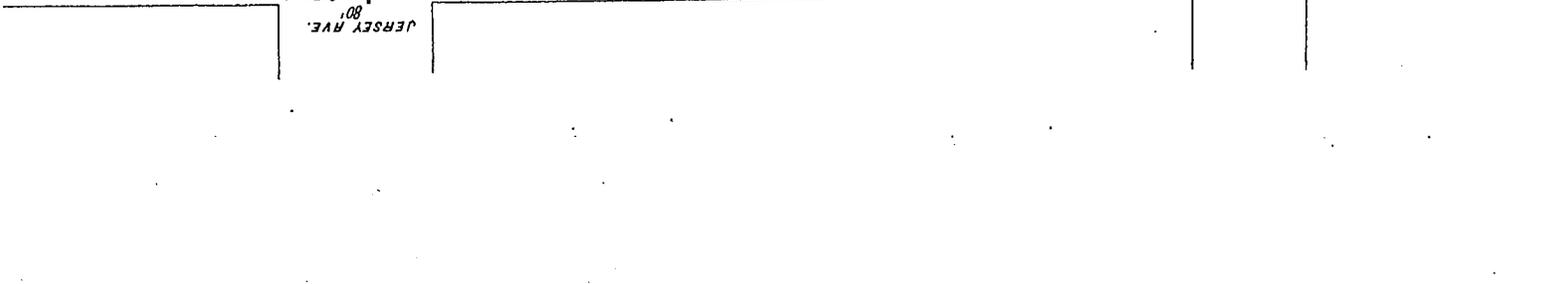
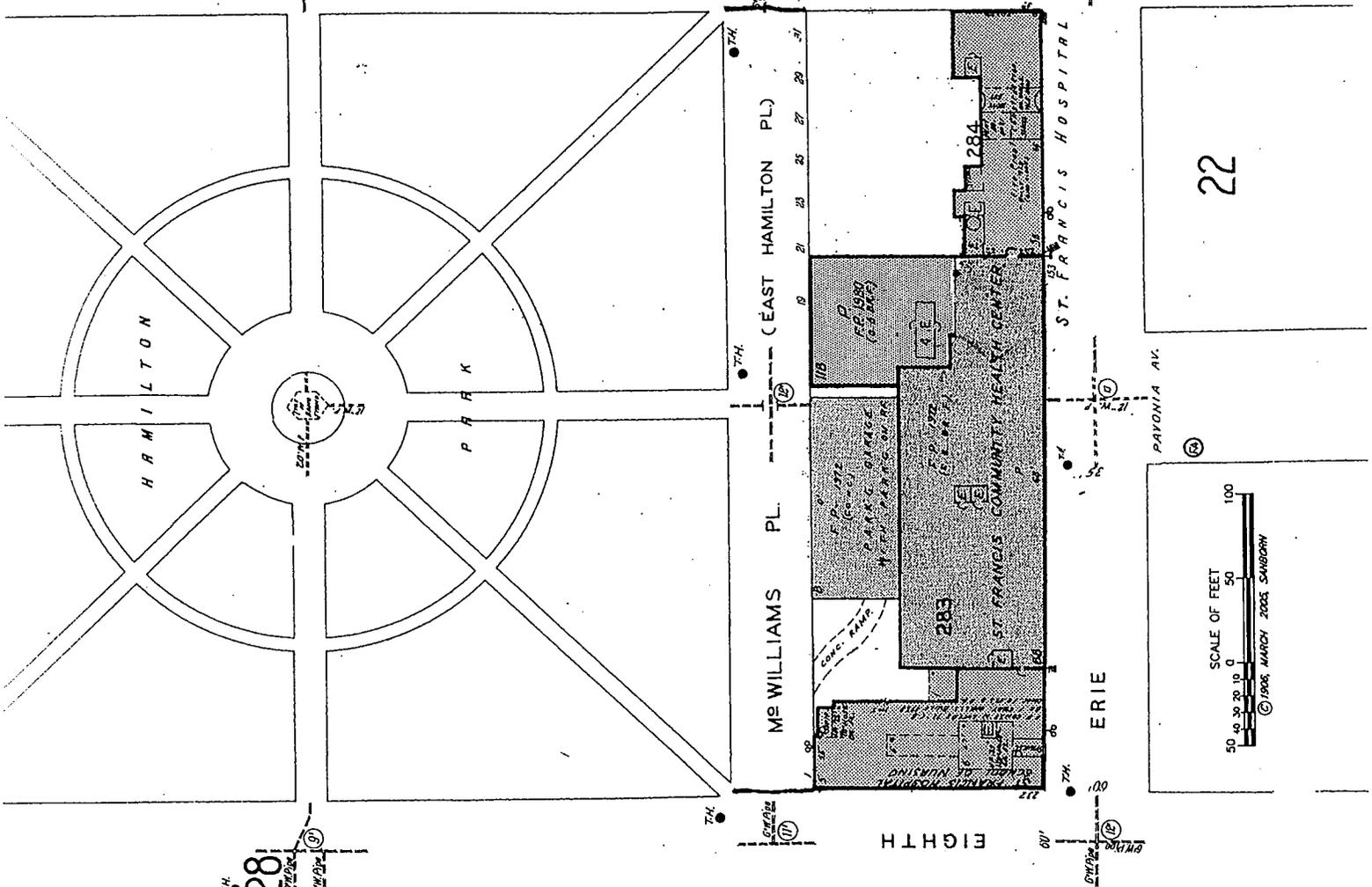
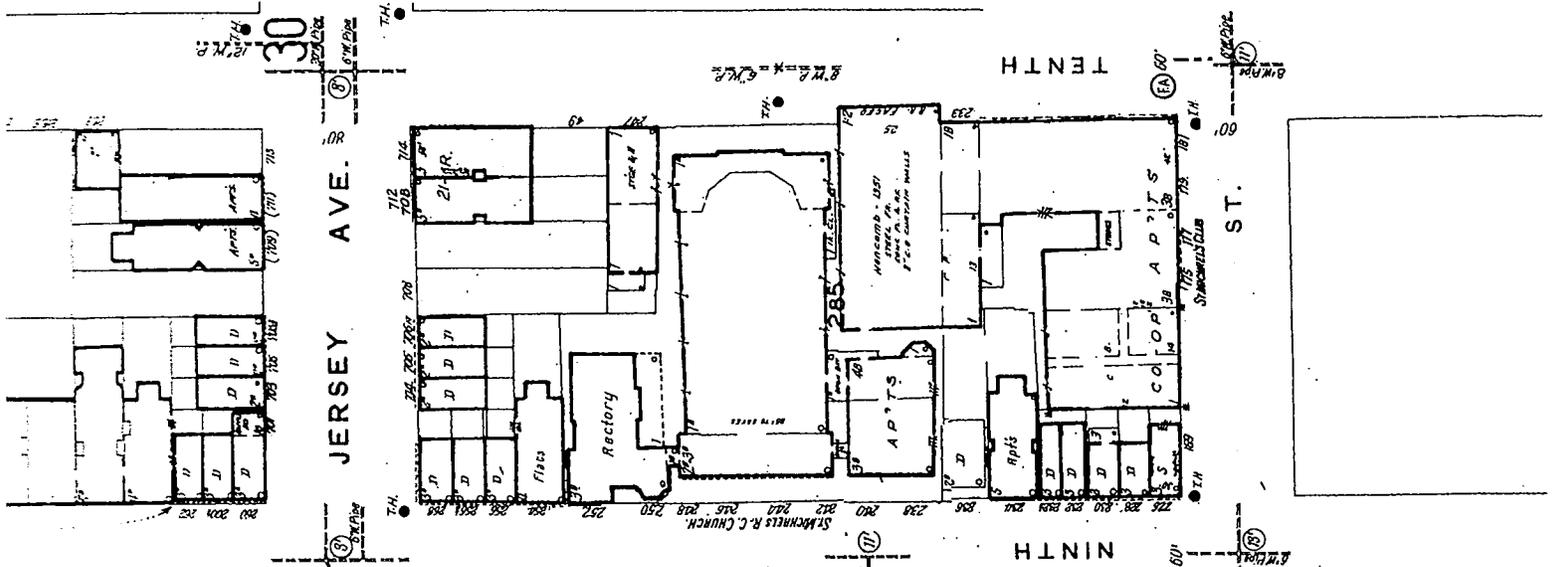
**ORGANIZATION :** Hamilton Park Neighborhood Association

**ADDRESS:** 364 Ninth St

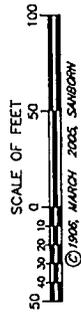
**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.707.5529

**BEING WAIVED:** nonresident, start time



22



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

City Clerk File No. Res. 13-390

Agenda No. 10.Z.10

Approved: MAY 29 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM MONMOUTH STREET TO BRUNSWICK STREET AND BRUNSWICK STREET FROM SEVENTH STREET TO SIXTH STREET BEGINNING 9:00 A.M. THURSDAY, JULY 11, 2013 AND ENDING 11:00 P.M. SUNDAY, JULY 14, 2013 AT THE REQUEST OF ST. ANTHONY'S CHURCH FOR THE PURPOSE OF THE ST. ANTHONY'S CHURCH ANNUAL FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from St. Anthony's Church to close Sixth Street from Monmouth Street to Brunswick Street and Brunswick Street from Seventh Street to Sixth Street beginning 9:00 a.m. Thursday, July 11, 2013 and ending 11:00 p.m. Sunday, July 14, 2013 for the purpose of St. Anthony's Church annual festival; and

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

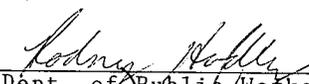
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

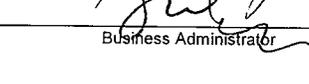
**WHEREAS**, the request to close both Sixth Street and Brunswick Street, does not meet one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8), 296-73 (D) and Section 122-8(C) because the street closure will be for more than twenty-four continuous hours, the event will be held on a weekday, the event starts and ends earlier and later than what is permitted and more than one block at a time will be closed; and

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

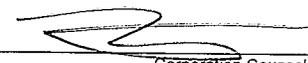
**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Sixth Street from Monmouth Street to Brunswick Street and Brunswick Street from Seventh Street to Sixth Street beginning 9:00 a.m. Thursday, July 11, 2013 and ending 11:00 p.m. Sunday, July 14, 2013.

APPROVED:   
Municipal Engineer

APPROVED:   
Director, Dept. of Public Works

APPROVED:   
Business Administrator

CFL: pcl  
(05.15.13)

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required   
Not Required

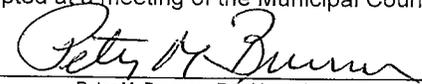
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

  
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), Sixth Street from Monmouth Street to Brunswick Street and Brunswick Street from Seventh Street to Sixth Street beginning 9:00 a.m. Thursday, July 11, 2013 and ending 11:00 p.m., Sunday, July 14, 2013 at the request of St. Anthony's Church for the purpose of St. Anthony's Church annual festival.

**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, Department of Public Works at the request of Rev. Joseph Urban on behalf of St. Anthony's Church, 330 Sixth Street, JCNJ 201.653.0343

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

Authorize the closing of Sixth Street from Monmouth Street to Brunswick Street and Brunswick Street from Seventh Street to Sixth Street beginning 9:00 a.m. Thursday, July 11, 2013 and ending 11:00 p.m., Sunday, July 14, 2013

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

St. Anthony's Church annual festival

**5. Anticipated benefits to the community:**

Community Affair

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

No Cost to the City

**7. Date proposed program or project will commence:**

Beginning 9:00 a.m., Thursday, July 11, 2013 and

**13. Anticipated completion date:**

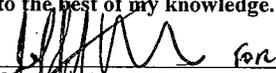
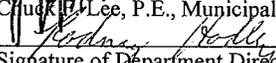
Ending 11:00 p.m., Sunday, July 14, 2013

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

Monte Zucker, Division of Engineering, 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 knowledge.

  
\_\_\_\_\_  
Chuck F. Lee, P.E., Municipal Engineer  
  
\_\_\_\_\_  
Signature of Department Director

5/16/13  
Date  
5/16/13  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCKS:** BRUNSWICK ST from SEVENTH ST to SIXTH ST  
SIXTH ST from MONMOUTH ST to BRUNSWICK ST

PURPOSE OF EVENT: St Anthony's Church annual festival

**BEGINS:** 9AM Thursday, July 11; **ENDS:** 11PM Sunday, July 14, 2013

**APPLICANT:** Rev Joseph Urban

**ORGANIZATION :** St Anthony's Church

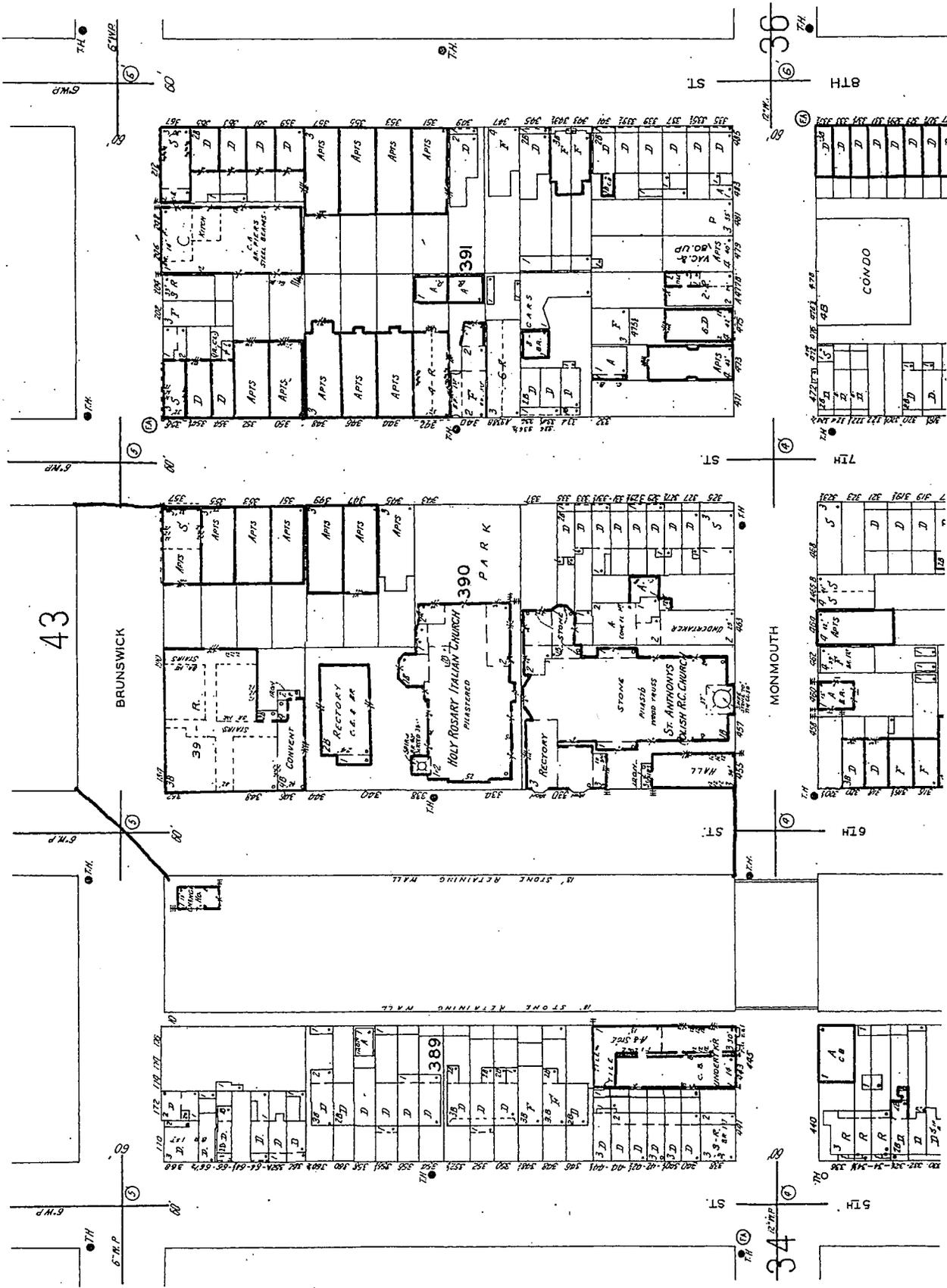
**ADDRESS:** 330 Sixth St

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.653.0343

**BEING WAIVED:** closed more than twenty-four continuous hours,  
day of week, end time, more than one block at a time closed,  
start time

BLKS. 355, 356, 390 & 391  
URBAN RENEWAL SITE.



43

BRUNSWICK

391

390

PARK

389

HOLY ROSARY ITALIAN CHURCH

RECTORY

CONVENT

STONE

PIASTO

ST. ANTHONY'S

BLUSH R.C. CHURCH

HALL

MONMOUTH

5TH ST

8TH ST

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

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

City Clerk File No. Res. 13-391  
 Agenda No. 10.Z.11  
 Approved: MAY 29 2013  
 TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 2:30 P.M. THURSDAY, JULY 25, 2013 (RAIN DATE: FRIDAY, JULY 26, 2013) AT THE REQUEST OF THE YORK STREET PROJECT FOR THE PURPOSE OF A COMMUNITY OUTREACH FUNDRAISER FOR LOCAL NON-PROFIT**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the York Street Project to close Exchange Place beginning 8:00 a.m. and ending 2:30 p.m. Thursday, July 25, 2013 (rain date: Friday, July 26, 2013) for the purpose of a community outreach fundraiser for local non-profit; and

**WHEREAS**, in accordance with the provisions of Section 122-8, 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 122-8 be waived; and

**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(A)(C) as the event as the event is sponsored by a non-resident, will start earlier than what is permitted and will be held on a weekday; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 8:00 a.m. and ending 2:30 p.m. Thursday, July 25, 2013 (rain date: Friday, July 26, 2013).

APPROVED: [Signature] 5/9/13  
 Municipal Engineer

APPROVED: [Signature] 5/9/13  
 Director, Dept. of Public Works

APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 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 8:00 a.m. and ending 2:30 p.m. Thursday, July 25, 2013 (rain date: Friday, July 26, 2013), at the request of the York Street Project for the purpose of a community outreach fundraiser for local non-profit.

**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, Department of Public Works at the request of Bonnie L. Davis on behalf of the York Street Project, 89 York Street, JCNJ 201.451.8225

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

Authorize the closing of Exchange Place beginning 8:00 a.m. and ending 2:30 p.m. Thursday, July 25, 2013 (rain date: Friday, July 26, 2013)

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

Cultural event

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

8:00 a.m., Thursday, July 25, 2013 (rain date: Friday, July 26, 2013)

**8. Anticipated completion date:**

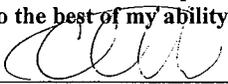
2:30 p.m., Thursday, July 25, 2013 (rain date: Friday, July 26, 2013)

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

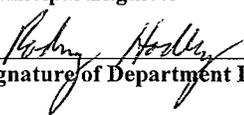
Monte Zucker, Division of Traffic and Transportation, Department of Public Works, ex. 4469

**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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** EXCHANGE PL

**PURPOSE OF EVENT:** Community Outreach Fundraiser for Local non-profit

**BEGINS: 8AM ENDS: 2:30PM Thursday, July 25 (rain date Friday, July 26), 2013**

**APPLICANT:** Bonnie L. Davis

**ORGANIZATION :** York Street Project

**ADDRESS:** 89 York Street

**CITY, STATE, ZIP:** Jersey City, New Jersey 07302

**PHONE #:** 201.451.8225

**BEING WAIVED:** day of week, nonresident, start time



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

City Clerk File No. Res. 13-392  
 Agenda No. 10.Z.12  
 Approved: MAY 29 2013  
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH EXCHANGE PLACE AND MONTGOMERY STREET FROM GREENE STREET TO HUDSON STREET BEGINNING NOON AND ENDING 10:00 P.M., SUNDAY, JULY 28, 2013 AT THE REQUEST OF FIESTAS PATRONALES FOR THE PURPOSE OF A FIESTAS PATRONALES FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Fiestas Patronales to close both Exchange Place and Montgomery Street from Greene Street to Hudson Street beginning Noon and ending 10:00 p.m. Sunday, July 28, 2013 for the purpose of a Fiestas Patronales festival; and

**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72 and Section 122-8, 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, 296-73 and 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)(2)296-73(D) and Section 122-8(A)(C) as the application for the street closing has been filed by a nonresident, the end time exceeds what is permitted and more than one City block will be closed; and

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

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Greene Street to Hudson Street beginning Noon and ending 10:00 p.m. on Sunday, July 28, 2013

APPROVED: [Signature] 5/9/13  
 Municipal Engineer

APPROVED: [Signature] 5/9/13  
 Director, Dept. of Public Works

APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

CFL:pc1  
 (05.08.13)

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.29.13											
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.

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 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), both Exchange Place and Montgomery Street from Greene Street to Hudson Street beginning Noon and ending 10:00 p.m. on Sunday, July 28, 2013 at the request of the Fiestas Patronales for the purpose of a Fiestas Patronales festival.

**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, Department of Public Works at the request of Ivan Arroyo on behalf of the Fiestas Patronales, 967A Summit Avenue, J.C.N.J., 201.852.4610

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

Authorize the closing of both Exchange Place and Montgomery Street from Greene Street to Hudson Street beginning Noon and ending 10:00 p.m. on Sunday, July 28, 2013

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

Fiestas Patronales festival

**5. Anticipated benefits to the community:**

Community Affair

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

No cost to the City.

**7. Date proposed program or project will commence:**

Noon, Sunday, July 28. 2013

**8. Anticipated completion date:**

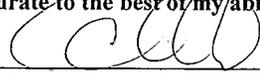
10:00 p.m., Sunday, July 28. 2013

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

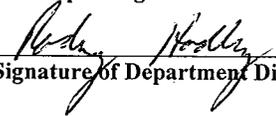
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works ex. 4469

**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

5/9/13  
Date

  
\_\_\_\_\_  
Signature of Department Director

5/9/13  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCKS:**                   **EXCHANGE PL**  
**MONTGOMERY ST from GREENE ST to HUDSON ST**

**PURPOSE OF EVENT:** Fiestas Patronales festival

**BEGINS: Noon ENDS: 10PM Sunday, July 28, 2013**

**APPLICANT:**           Ivan Arroyo

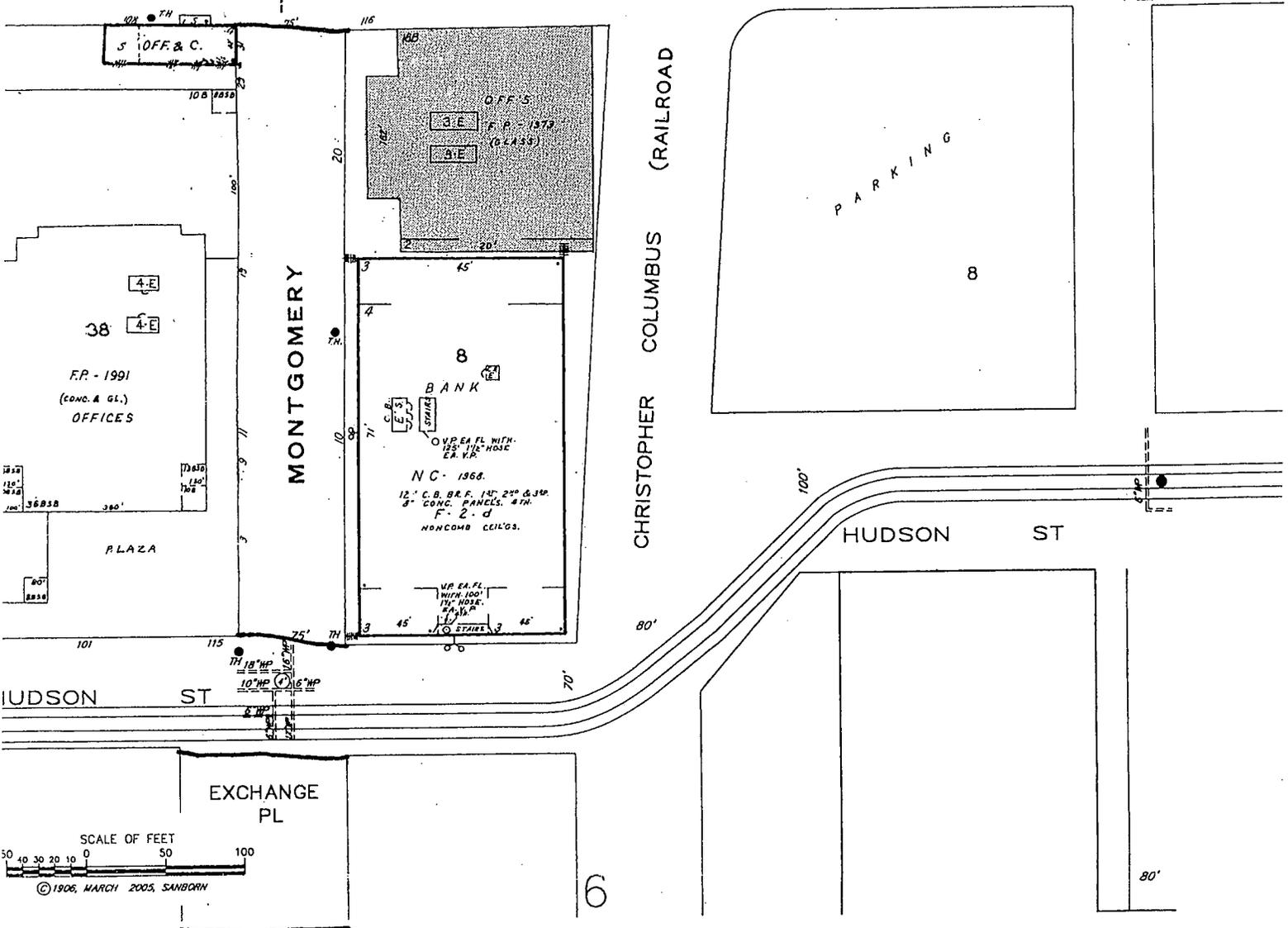
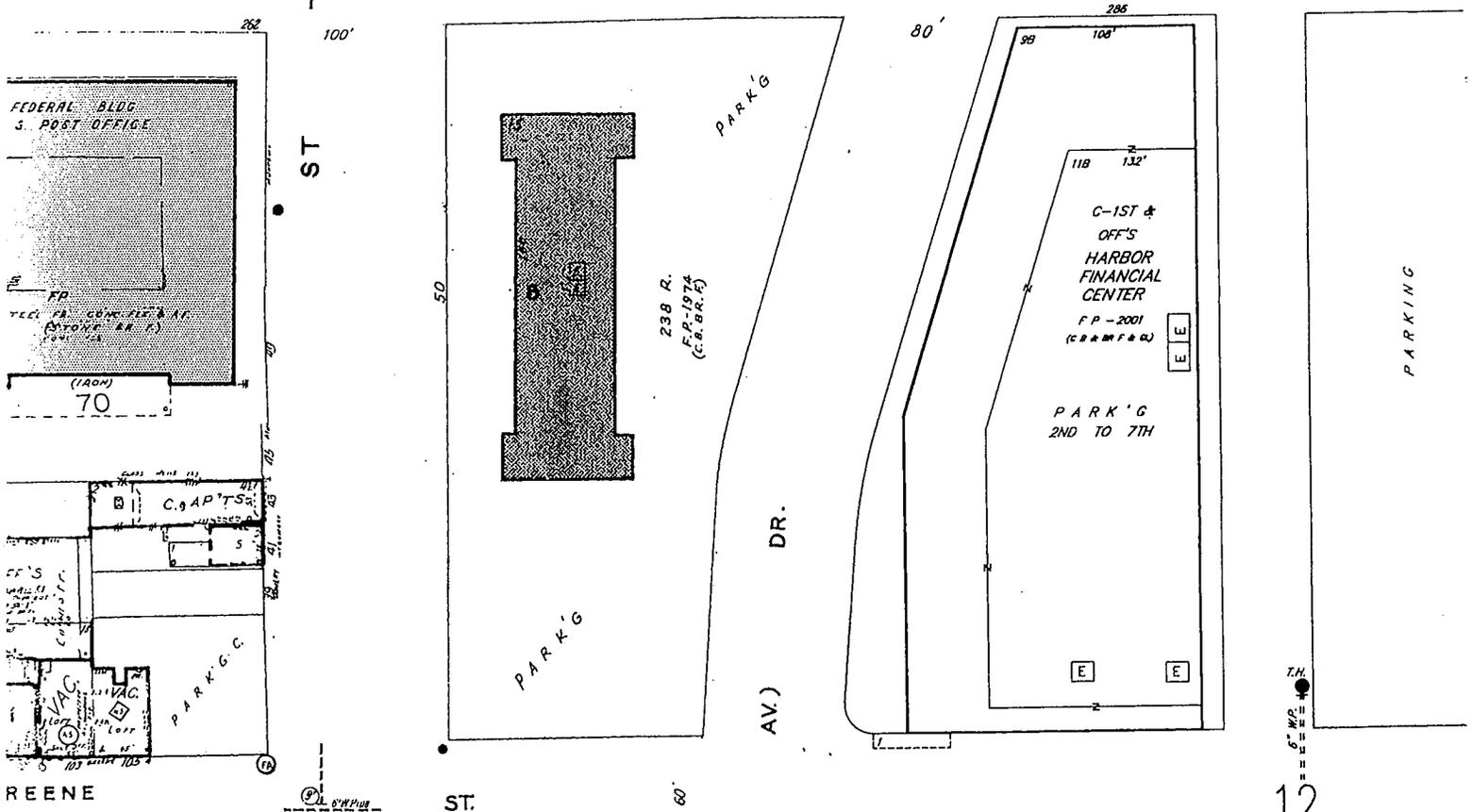
**ORGANIZATION :**   Fiestas Patronales

**ADDRESS:**           967A Summit Av

**CITY, STATE, ZIP:**   Jersey City, New Jersey 07307

**PHONE #:**           201.852.4610

**BEING WAIVED:**    end time, more than one block at a time closed, nonresident



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

City Clerk File No. Res. 13-393  
 Agenda No. 10.Z.13  
 Approved: MAY 29 2013  
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM MONMOUTH STREET TO DIVISION STREET AND BRUNSWICK STREET FROM SEVENTH STREET TO FIFTH STREET BEGINNING 7:00 A.M. MONDAY AUGUST 12, 2013 AND ENDING 5:00 P.M. MONDAY AUGUST 19, 2013 AT THE REQUEST OF HOLY ROSARY CHURCH FOR THE PURPOSE OF THE PARISH STREET FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Holy Rosary Church to close Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 7:00 a.m. Monday August 12, 2013 and ending 5:00 p.m. Monday, August 19, 2013 for the purpose of the Parish street festival; and

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

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

**WHEREAS**, the request to close both Sixth Street and Brunswick Street, does not meet one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8), 296-73 (D) and Section 122-8(C) because the street closure will be for more than twenty-four continuous hours, the event will be held on weekdays, the start is earlier than what is permitted and more than one block at a time will be closed; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 7:00 a.m. Monday, August 12, 2013 and ending 5:00 p.m. Monday, August 19, 2013.

APPROVED: *[Signature]* 5/10/13  
 Municipal Engineer

APPROVED: *[Signature]* 5/10/13  
 Director, Dept. of Public Works  
 APPROVED: *[Signature]*  
 Business Administrator

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

CFL: pcl  
 (5.10.13)

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

*[Signature]*  
 Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 7:00 Monday, August 12, 2013 and ending 5:00 p.m., Monday, August 19, 2013 at the request of Holy Rosary Church for the purpose of the Parish street festival.

**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, Department of Public Works at the request of Nicholas Grillo on behalf of Holy Rosary Church, 344 Sixth Street, 201.783.3045

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

Authorize the closing of Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 7:00 a.m. Monday, August 12, 2013 and ending 5:00 p.m., Monday, August 19, 2013

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

Parish Street Festival

**5. Anticipated benefits to the community:**

Community Affair

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

No Cost to the City

**7. Date proposed program or project will commence:**

7:00 a.m., Monday, August 12, 2013

**13. Anticipated completion date:**

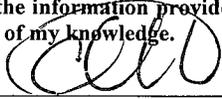
5:00 p.m., Monday, August 19, 2013

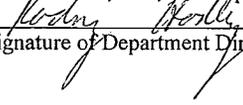
**9. Person responsible for coordinating proposed program, project, etc.:**

Monte Zucker, Division of Engineering, 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 knowledge.

  
\_\_\_\_\_  
Chuck F. Lee, P.E., Municipal Engineer

  
\_\_\_\_\_  
Signature of Department Director

5/10/13  
Date

5/10/13  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCKS:** BRUNSWICK ST from SEVENTH ST to FIFTH ST  
SIXTH ST from MONMOUTH ST to DIVISION ST

PURPOSE OF EVENT: Parish St Festival

**BEGINS:** 7AM Monday, August 12  
**ENDS:** 5PM Monday, August 19, 2013

**APPLICANT:** Nicholas Grillo

**ORGANIZATION :** Holy Rosary Church

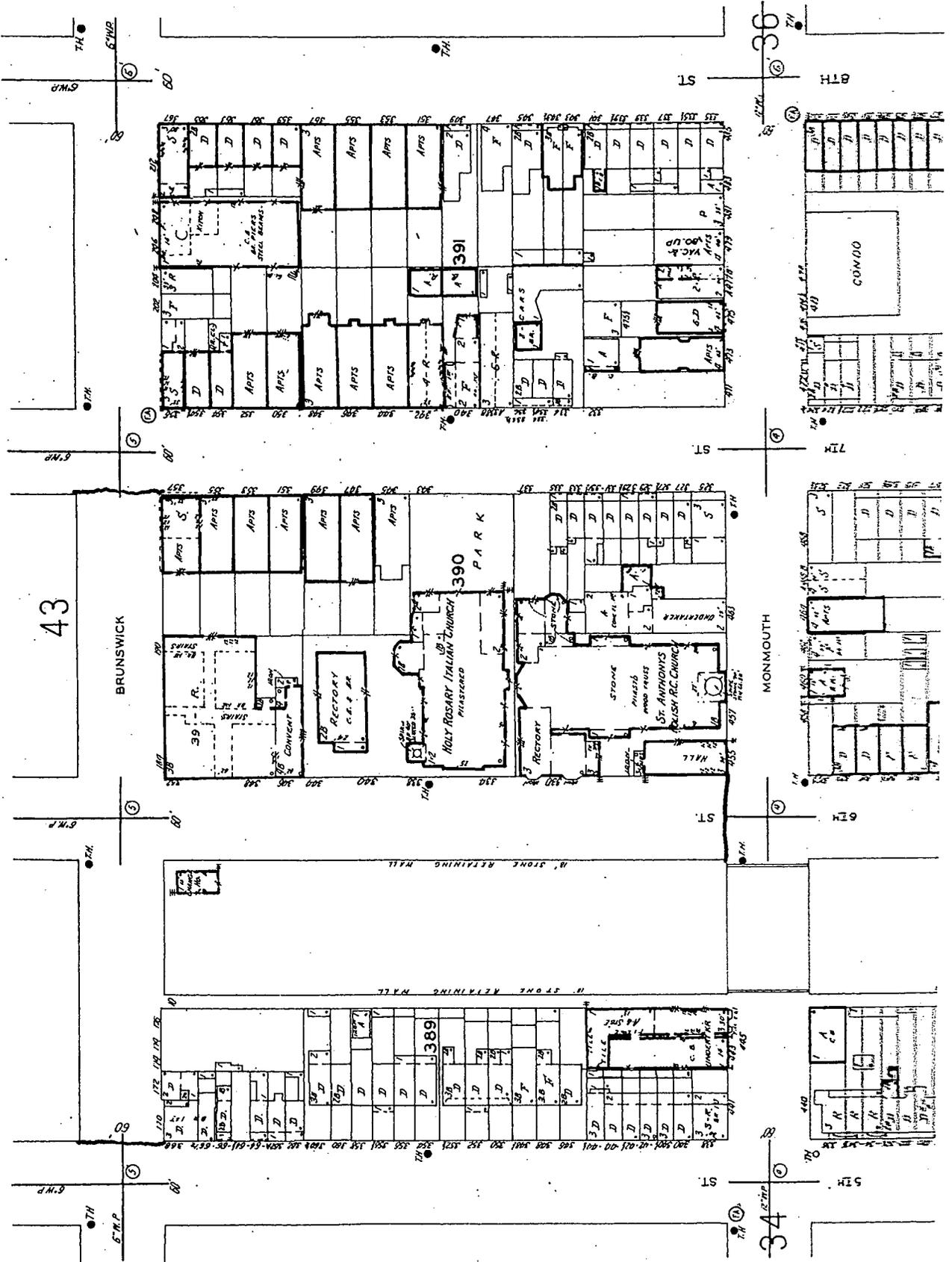
**ADDRESS:** 344 Sixth St

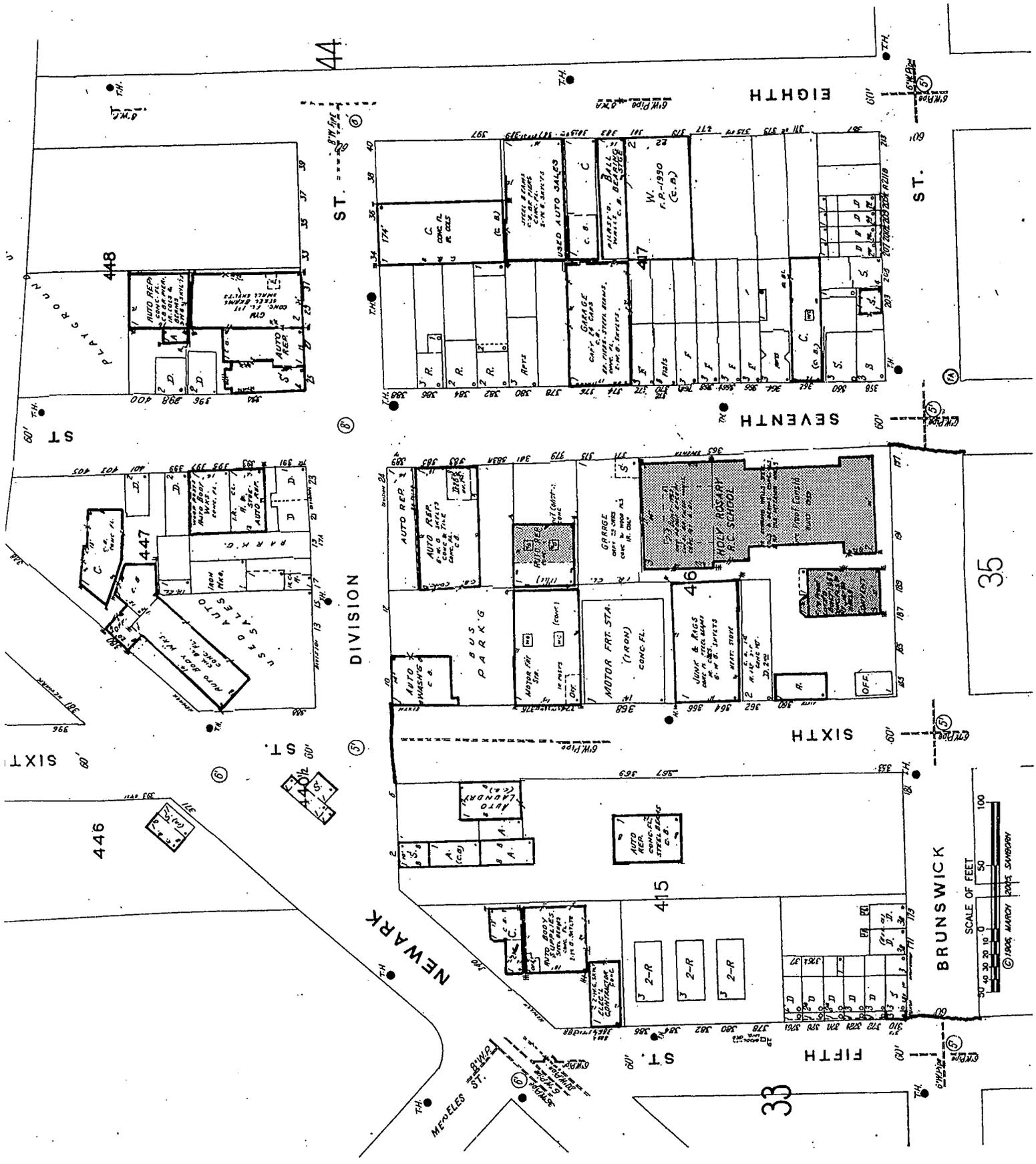
**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.783.3045

**BEING WAIVED:** closed more than twenty four continuous hours, day of week, more than one block at a time closed, start time

BLKS. 356, 390 & 391  
URBAN RENEWAL SITE.





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

City Clerk File No. Res. 13-394  
 Agenda No. 10.Z.14  
 Approved: MAY 29 2013  
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING NOON AND ENDING 6:00 P.M., SUNDAY, SEPTEMBER 15, 2013 AT THE REQUEST OF KATYN FOREST MASSACRE MEMORIAL COMMITTEE, INC. FOR THE PURPOSE OF A MEMORIAL SERVICE AT THE KATYN MONUMENT**

**WHEREAS**, the Division of Engineering, Traffic & Transportation has received an application from the Katyn Forest Massacre Memorial Committee, Inc. to close Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, September 15, 2013 for the purpose of a memorial service at the Katyn 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, September 15, 2013.

APPROVED: [Signature] 5/3/13  
 Municipal Engineer

APPROVED: [Signature] 5/6/13  
 Director, Dept. of Public Works  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

CFL: pc1  
 (05.03.13)

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 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, September 15, 2013 at the request of the Katyn Forest Massacre Memorial Committee, Inc. for the purpose of a memorial service at the Katyn Monument

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

Lee D. Klein, P.E., PTOE, Asst. City Engineer, , Division of Engineering, Traffic and Transportation at the request of Krzysztof Nowak on behalf of the Katyn Forest Massacre Memorial Committee, Inc., 208 Walnut Avenue, Cranford NJ 07016, 1.862.246.3440

**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, September 15, 2013

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

Memorial Service at the Katyn 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, September 15, 2013

**8. Anticipated completion date:**

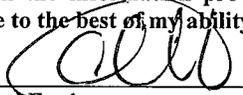
600 p.m., Sunday, September 15, 2013

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

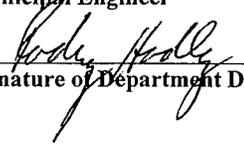
Monte Zucker, Division of Traffic and Transportation, Department of Public Works, ex. 4469

**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

5/3/13  
Date

  
\_\_\_\_\_  
Signature of Department Director

5/6/13  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** EXCHANGE PL

**PURPOSE OF EVENT:** Memorial Service at Katyn Monument

**BEGINS: Noon ENDS: 6PM Sunday, Sept 15, 2013**

**APPLICANT:** Krzysztof Nowak

**ORGANIZATION :** Katyn Forest Massacre Memorial Committee, Inc.

**ADDRESS:** 208 Walnut Ave.

**CITY, STATE, ZIP:** Cranford, N.J. 07016

**PHONE #:** 862.246.3440

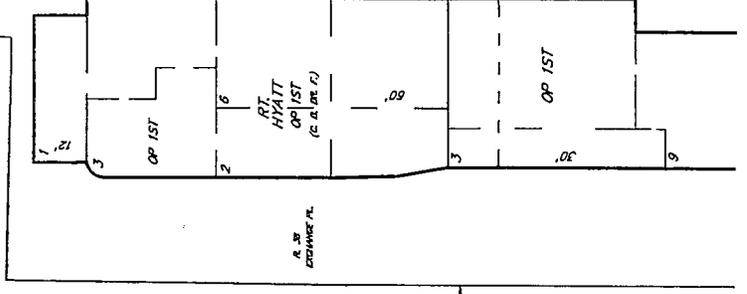
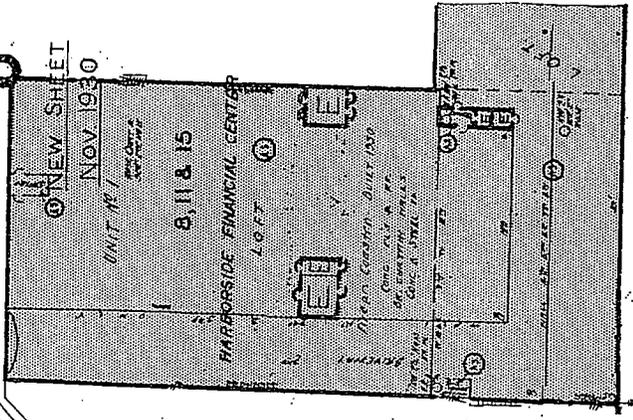
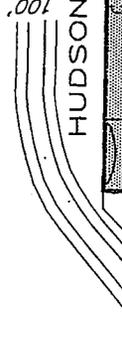
**BEING WAIVED:** nonresident

100

HUDSON ST

NEW SHEET  
NOV 1930

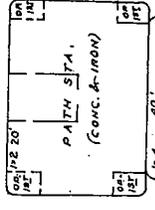
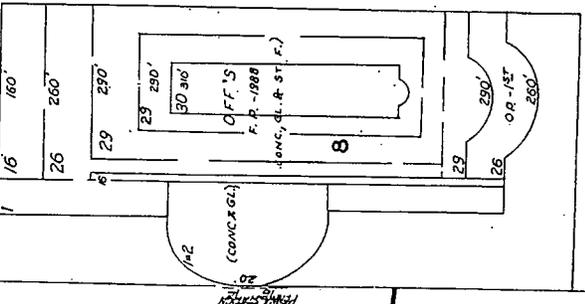
UNIT #7  
8, 11 & 15  
PARROTSIDE FINANCIAL CENTER



11

ST NJ TRANSIT TRAM LINE

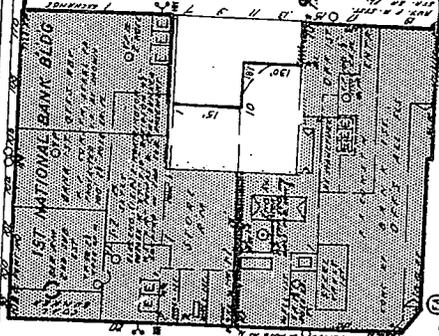
CHRISTOPHER COLUMBUS (RAILROAD AV) DR.



MONTGOMERY

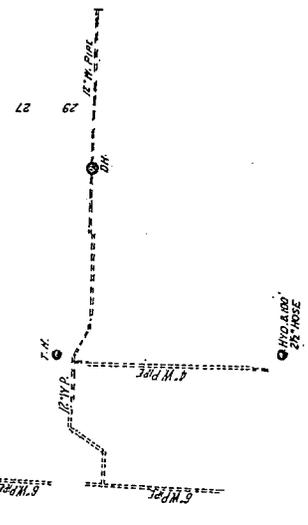
HUDSON

AREA SOUTH OF RAILROAD AV URBAN RENEWAL SITE



COMMERCIAL TRUST YORK

NOL CENTER



5

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

City Clerk File No. Res. 13-395

Agenda No. 10.z.15

Approved: MAY 29 2013

TITLE:



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT WITH OCEAN GREEN SENIOR APARTMENTS L.P. FOR OCEAN GREEN SENIOR APARTMENTS**

**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**, Ocean Green Senior Apartments, L.P., for profit developer, proposes to construct a five (5) story, forty-four (44) unit low income senior housing project of which eleven (11) units are for supportive housing residents; and

**WHEREAS**, Ocean Green Senior Apartments will contain a ground floor community room, laundry room, second floor green-roof common terrace and twenty-three (23) parking spaces and it will be located at 742-748 Ocean Avenue Block 1999 Lots 12E and 34; and

**WHEREAS**, the total development cost for this project is approximately \$11,975,873. Proposed financing will consist of the following sources: Affordable Housing Trust Funds - \$600,000; Low Income Housing Tax Credits - \$7,931,000; State CDBG – Fund for Restoration of Multifamily Housing - \$2,925,000; State Special Needs Housing Fund - \$500,000 and HMFA Special Needs Revolving Loan Program - \$20,000; and

**WHEREAS**, the City supports this project and is recommending the project for \$600,000 in Affordable Housing Trust Funds.

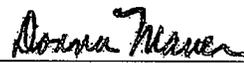
TITLE:

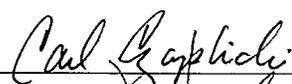
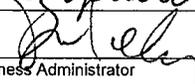
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
 AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT  
 WITH OCEAN GREEN SENIOR APARTMENTS L.P. FOR OCEAN GREEN SENIOR  
 APARTMENTS**

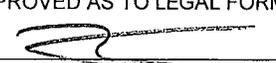
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is hereby authorized to enter into an Agreement with Ocean Green Senior Apartments L.P. for developing a forty-four (44) unit low income senior housing project of which eleven (11) units are for supportive housing residents.
- 2) This commitment of funds is conditioned on the recipient receiving additional financing commitments as detailed on the previous page of at least \$11,375,873 and furnishing proof of same to the City within five (5) months. The five month deadline for proof of funds may be extended for good cause at the discretion of the Director of the Division of Community Development.
- 3) 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 \$600,000 are available in Account No. 17-293-56-000-025. *PO# 110041*

  
 Donna L. Mauer  
 Chief Financial Officer

APPROVED:   
 APPROVED:   
 Business Administrator

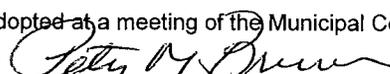
 APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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  
  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

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

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

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT WITH OCEAN GREEN SENIOR APARTMENTS L.P. FOR OCEAN GREEN SENIOR APARTMENTS**

**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.:**

Construction of five (5) story structure encompassing forty-four (44) low income senior units of which eleven (11) units are for supportive housing residents and twenty-three (23) parking spaces

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

Creation of senior housing

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

Approximately \$11,975,873

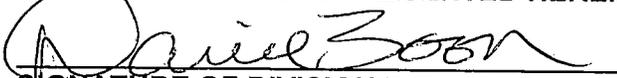
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

September 2013

**ANTICIPATED COMPLETION DATE:**

May 2015

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

5/21/13  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

5/21/13  
DATE

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

City Clerk File No. Res. 13-396  
Agenda No. 10.Z.16  
Approved: MAY 29 2013



TITLE:

## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS OCEAN GREEN SENIOR APARTMENTS, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

---

**WHEREAS**, Ocean Green Senior Apartments, L.P. (hereinafter referred to as the "Sponsor") proposes to construct a Supportive Housing Low Income Housing Tax Credit Project which will be known as Ocean Green Senior Apartments more particularly described in Schedule attached hereto; and

**WHEREAS**, the Project will consist of a five (5) story structure containing approximately 51,734 gross square feet of space for forty-four (44) one bedroom low income units of which eleven (11) are for supportive housing residents and twenty-three (23) parking spaces (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lot 12.E, 34 Block 1999 as shown on the Official Assessment map of the City of Jersey City, County of Hudson and more commonly known as Ocean Green Senior Apartments, 742-748 Ocean Avenue, Jersey City, New Jersey; and

**WHEREAS**, the Project will be constructed and operated in accordance with the New Jersey Housing and Mortgage Finance Agency Law N.J.S.A. 55:14K et seq. N.J.A.C. 5:80-1 et. seq. and all applicable guidelines [HMFA Requirements]; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

**WHEREAS**, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS OCEAN GREEN SENIOR APARTMENTS, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY**

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

- 1) The Council finds and determines that the construction of a five (5) story senior housing development consisting of forty-four (44) one bedroom low-income units of which eleven (11) are for supportive housing residents and twenty-three (23) parking spaces as proposed by the Ocean Green Senior Apartments, L.P. (Sponsor) will meet an existing housing need;
- 2) The Council does hereby adopt the within Resolution and supports the Sponsor's application for HMFA funding for this project.

APPROVED:  APPROVED AS TO LEGAL FORM   
 APPROVED: \_\_\_\_\_ CORPORATION COUNSEL  
Business Administrator Corporation Counsel

Certification Required   
 Not Required

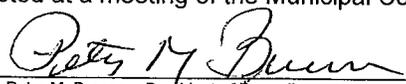
APPROVED 9-0

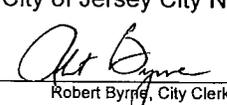
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrre, City Clerk

**LEGISLATIVE FACT SHEET**

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

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

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS OCEAN GREEN SENIOR APARTMENTS, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY**

**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.:**

Construction of forty-four (44) one bedroom low-income senior household units of which eleven (11) are for supportive housing residents and twenty-three (23) parking spaces

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

Creation of affordable senior housing

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

Approximately \$11,975,873

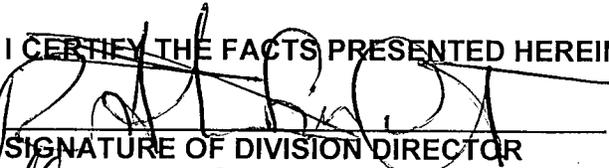
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

September 2013

**ANTICIPATED COMPLETION DATE:**

May 2015

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

  
\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

5/22/13  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

5-23-13  
DATE

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

City Clerk File No. Res. 13-397

Agenda No. 10.Z.17

Approved: MAY 29 2013



TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC SERVICES (CDBG) FOR PROGRAM YEAR APRIL 1, 2012 THROUGH MARCH 30, 2013**

COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,291,831 in Community Development Block Grant (CDBG) funds for Fiscal Year 2012; and

**WHEREAS**, as noted in resolution number 12-490 approved on June 27, 2012, the City reserved \$73,137 in CDBG – Public Services funds for summer youth programs; and

**WHEREAS**, in addition to the reserved balance of \$73,137.00, the City is desirous of reallocating \$42,838.00 in recaptured funds for the summer youth program initiative; and

**WHEREAS**, as a result of the above referenced modifications a total of \$115,975.00 is available for summer youth program; and

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

**WHEREAS**, the DCD received proposals in response to the RFP and has recommended projects for funding based on need and capacity of the organization to expend funds by the September 30, 2013 deadline.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Development Block Grant – Public Services program as noted below.

Vendor	Project	Amount	Account No.	P.O. No.
ASPIRA, Inc. of New Jersey	Summer Enrichment & Work Readiness Program	\$10,000.00	54-200-56-851-519	110042
Boys & Girls Club of Hudson County	Summer Fun Youth Recreation	\$7,000.00	54-200-56-851-519	110043
Boys & Girls Club of Hudson County	Career Launch	\$10,000.00	54-200-56-851-519	110044
Jersey City Medical Center	Project S.T.E.P. U.P.	\$10,000.00	54-200-56-851-519	110045
New City Kids, Inc.	City Sail	\$18,975.00	54-200-56-851-519	110046
Philippine American Friendship Committee	Youth Cultural and Academic Enrichment Program	\$5,000.00	54-200-56-851-519	110047
The Salvation Army	Summer Learning Project	\$15,000.00	54-200-56-851-519	110048
Unek Inspiration	Unek Inspiration Summer Program	\$10,000.00	54-200-56-851-519	110049
Urban League of Hudson County	UL Summer Tennis Program	\$10,000.00	54-200-56-851-519	110050
Youth Music Group	Lift Every Voice	\$20,000.00	54-200-56-851-519	110051
<b>TOTAL</b>		<b>\$115,975.00</b>		

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$115,975.00 are available in accounts noted above.

Donna Mauer  
Chief Financial Officer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Council

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.29.13											
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.

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

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

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

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC SERVICES (CDBG) FOR PROGRAM YEAR APRIL 1, 2012 THROUGH MARCH 30,2013

**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.:**

CDBG-PS PROVIDES FUNDING TO VARIOUS SOCIAL SERVICE AGENCIES. SERVICES RANGE FROM EDUCATIONAL PROGRAMS FOR YOUTH TO HOMEMAKER SERVICES FOR SENIOR CITIZENS.

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

CSBG-PS SUMMER YOUTH PROGRAM IS DESIGNED TO PROVIDE SUMMER YOUTH RECREATION AND YOUTH DEVELOPMENT PROGRAMS.

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

\$115,975.00

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

JULY 1, 2013

**ANTICIPATED COMPLETION DATE:**

SEPTEMBER 30, 2013

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

5/21/13  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

5-21-13  
DATE

---

Department of Housing, Economic Development & Commerce  
Division of Community Development



---

Inter-Office Memorandum

---

**DATE:** May 21, 2013  
**TO:** Council President Peter Brennan and Members of the Municipal Council  
**FROM:** Darice Toon, Director – Division of Community Development  
**SUBJECT:** Resolution of the Municipal Council of the City of Jersey City Authorizing Program Contracts for Summer Youth Programs Under the Community Development Block Grant – Public Services (CDBG-PS) for Program Year April 1, 2012 Through March 20, 2013

---

Enclosed are the CDBG-PS Summer Youth Program recommendations for the period covering July 1, 2013 – September 30, 2013. Please review the enclosed recommendations and feel free to contact Ms. Erin Ross, Senior Program Analyst, at 201-547-4550 or me at 201-547-5304.

The Division of Community Development (DCD) issued a request for proposals (RFPs) on April 1, 2013 for the Community Development Block Grant – Public Services (CDBG-PS) Summer Youth Program. In response, a total of fifteen (15) applications were submitted; of which, ten (10) have been recommended to receive funding.

A resolution authorizing the City of Jersey City to enter into program contracts for summer youth programs under the Community Development Block Grant – Public Services (CDBG-PS) will appear on the agenda for the May 29<sup>th</sup> Council meeting.

Thank you.

cc: Rosemary McFadden, Chief of Staff – City of Jersey City  
Carl Czaplicki, Director – HEDC  
File

2013 CDBG SUMMER YOUTH PROGRAM APPLICATIONS

APPLICANT NAME AND ADDRESS	PROJECT DESCRIPTION	WARD/DELIVERY AREA	REQUESTED AMOUNT	FY11 AWARDED AMOUNT	RECOMMENDED	COMMENTS
<p>1. <b>AngelacARES</b>                      (Summer Youth Volunteer Camp)                      91 Arlington Avenue                      Jersey City, NJ 07302                      Official Contact: Angela McKnight, Founder &amp; CEO                      Phone: 201-685-7273                      Email: <a href="mailto:angelacares.org">angelacares.org</a>                      Prgm Contact: see official contact                      Email:                      Fiscal Contact:</p>	<p>AngelacARES' Summer Youth Volunteer Camp is a youth mentorship program which will emphasize the importance of volunteering, the positive effects it has on the community, and hands on volunteer activities. This program advances the personal development of the youth in areas such as self-fulfillment, academic enrichment, character building, self-confidence, literacy, self-esteem and healthy lifestyles.</p>	F	\$ 26,696.00	0	0	Did not demonstrate need for the program. Does not address academic enrichment and/or recreational activities priority of the grant. Program focus is volunteering.
<p>2. <b>ASPIRA, Inc. of New Jersey</b>                      (Summer Enrichment and Work Readiness Program)                      390 Broad Street                      Newark, NJ 07104                      Official Contact: Carlos Valentine, Jr., Executive Director                      Phone: 973-484-7554                      Email: <a href="mailto:carlosvalentinjr@hotmail.com">carlosvalentinjr@hotmail.com</a>                      Prgm Contact: Reinado Santiago, Dir. of Programs                      Email: <a href="mailto:rsantiago.aspranj@gmail.com">rsantiago.aspranj@gmail.com</a>                      Fiscal Contact: Nora F. Ocampo, Assistant Fiscal Officer                      Email: <a href="mailto:norafocampo@aol.com">norafocampo@aol.com</a></p>	<p>The ASPIRA Summer Enrichment and Work Readiness Program is designed to emphasize meaningful paid real world expectations, provide opportunities for career instruction, financial literacy training, academic improvement, and social growth. The participants are assigned to work in a variety of entry-level job at different community based organizations.</p>	Citywide	\$ 10,000.00	0	\$	10,000.00 New applicant. Strong application. Provide academic enrichment and internship experiences for JC youth.
<p>3. <b>Boys and Girls Club of Hudson County</b>                      (Summer Fun Youth Recreation)                      1 Canal Street                      Jersey City, NJ 07302                      Official Contact: Gary Greenburg, Exec. Dir.                      Phone: 201-333-4100                      Email: <a href="mailto:ggreenberg@bgchc.org">ggreenberg@bgchc.org</a>                      Prgm Contact: Janet Wallech                      Email: <a href="mailto:JWallech@bgchc.org">JWallech@bgchc.org</a>                      Fiscal Contact: Nilesh Patel                      Email: <a href="mailto:Npatel@bgchc.org">Npatel@bgchc.org</a></p>	<p>The Summer Fun program is designed for teen ages 13-18 to provide recreational activities and rewards for participation in classes and workshops offered on alternate days. Youth will be able to participate in dance, music technology, martial arts and field trips and state parks, beaches, bowling, roller skating and other recreational activities.</p>	Citywide	\$ 22,652.00	0	\$	7,000.00 New applicant. Provide recreational opportunities for inner city youth. Funding will be used to take youth to various destinations throughout the State.
<p>4. <b>Boys and Girls Club of Hudson County</b>                      (Career Launch)                      1 Canal Street                      Jersey City, NJ 07302                      Official Contact: Gary Greenburg, Exec. Dir.                      Phone: 201-333-4100                      Email: <a href="mailto:ggreenberg@bgchc.org">ggreenberg@bgchc.org</a>                      Prgm Contact: Janet Wallech                      Email: <a href="mailto:JWallech@bgchc.org">JWallech@bgchc.org</a>                      Fiscal Contact: Nilesh Patel                      Email: <a href="mailto:Npatel@bgchc.org">Npatel@bgchc.org</a></p>	<p>The Career Launch program is a summer career exploration and financial literacy program for youth ages 13-18 and includes the Career Launch Web site sponsored by the Boys and Girls Clubs of America. Teens are allowed to take an interest survey, explore careers, identify training or college requirements, seek out financial aid and play skills-building games.</p>	Citywide	\$ 15,328.00	15,000.00	\$	10,000.00 Previously received summer youth program funding. Provide inner city youth with career exploration and skills development to obtain future employment.

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

2013 CDBG SUMMER YOUTH PROGRAM APPLICATIONS

APPLICANT NAME AND ADDRESS	PROJECT DESCRIPTION	WARD/DELIVERY AREA	REQUESTED AMOUNT	FY11 AWARDED AMOUNT	RECOMMENDED	COMMENTS
<p>5 CARIBBEAN SPORTS INTERNATIONAL (Speed City Camp) 285 Westside Avenue - Suite #250 Jersey City, NJ 07305 Official Contact: John Marshall, Camp Dir. Phone: 201-333-6885 Email: jra333@aol.com Program Contact: See Official contact Phone: Fiscal Contact: Maria Tacon Email: vtacon@prodigy.net</p>	<p>This summer health &amp; fitness program with an emphasis on development of track &amp; field skills. We stress the need for healthy living which includes exercise, nutrition and a base understanding of the fundamentals necessary to stay healthy. We seek to educate youth about fitness and deter obesity.</p>	Citywide	\$ 8,000.00	0	0	Poor application. Duplicative services provided by Jersey City Recreation.
<p>6 C-Line Community Outreach Services (God's Precious Angels) 110 Martin Luther King Dr. Jersey City, NJ 07305 Official Contact: Caroline Nelson Exec. Dir. Phone: 201-936-2918 Email: mln3@aol.com Program Contact: Ms. Debra M. Hendon Phone: 201-332-8004 Email: dmhendon@aol.com Fiscal Contact: Keith Inniss, Fiscal Officer</p>	<p>God's Precious Angels is a Development/Recreational summer youth program designed to assist youth with their everyday obstacles while having fun. It has become a vision as well as a passion for assisting in the developmental today's youth becoming the leaders of tomorrow through strategies of self development while having fun in a safe environment.</p>	F	\$ 15,000.00	0	0	New applicant. Application lacked details. Agency lacks a demonstrated track record for running a youth program.
<p>7 Jersey City Medical Center (Project S.T.E.P. U.P) 355 Grand Street Jersey City, NJ 07305 Official Contact: Linda Sacco, Ph.D. Phone: 201-915-2478 Email: lsacco@libertyhs.org Program Contact: Joanna Castellias, Program Dir. Email: Joannacastellias@hotmail.com Fiscal Contact: Jarvald Akhtar, Grants Administrator</p>	<p>Project S.T.E.P. U.P. (Skills Empower, Promote, and Unlock Potential) will provide a unique learning experience that will be structured, yet fun and educational for thirty (30) Henry Snyder High School 9th through 12th grade students, including at-risk youth. Program will promote academic skills including reading, writing, public speaking, and listening; teaching creative, thinking and problem solving skills; focusing on developing self-esteem, goal-setting, self-sufficiency, motivation and personal and career development.</p>	F	\$ 10,000.00	0	\$ 10,000.00	New applicant. Program has primary focus on academic enrichment with a minor recreational component. Collaborating with various health agencies and Snyder High School (JC Board of Education).
<p>8 Kids 1st (Youth Soccer Summer Program) 279 Central Avenue Jersey City, NJ 07306 Official Contact: Joe Napolitano Jr., Director Phone: 201-927-4591 Email: jra333@aol.com Program Contact: See Official Contact Fiscal Contact: See Official Contact</p>	<p>Youth soccer is an exciting sport combining team player and individual skills. We are expanding our program by providing Jersey City youth with the game of soccer. Aside from technical skills, implemented in the program, children will learn the benefits of being healthy and active.</p>	Citywide	\$ 4,000.00	0	0	Poor application. Duplicative services provided by Jersey City Recreation.

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

2013 CDBG SUMMER YOUTH PROGRAM APPLICATIONS

APPLICANT NAME AND ADDRESS	PROJECT DESCRIPTION	WARD/DELIVERY AREA	REQUESTED AMOUNT	FY11 AWARDED AMOUNT	RECOMMENDED	COMMENTS
<p>9 NEW CITY KIDS, INC (City Sail) 240 Fairmont Avenue Jersey City, NJ 07306 Official Contact: Rev. Trevor Rubingh Phone: 201-915-9896 Email: trevor@newcitykids.com Prog. Contact: Gabriel Strifitz, Program Dir. Fiscal Contact: See Official Contact</p>	<p>City Sail is a summer program that gives Jersey City youth the unique opportunity to explore the waterways. Participants, ages 12-18, learn how to sail on the Hudson River. The program provides participants with recreational and leadership development opportunities.</p>	F	\$ 18,975.00	\$ 15,000.00	\$ 18,975.00	Previously received summer youth program funding. Provide exposure to sailing to inner city youth.
<p>10 PHILIPPINE AMERICAN FRIENDSHIP COMMITTEE, INC (PAFCOM) (Youth Cultural and Academic Enrichment Program) 124 Mallory Avenue Jersey City, NJ 07304 Official Contact: Lourdes P Corrales, Exec. Dir. Phone: 908-683-4277 Email: ccorrad4828@aol.com Prog. Contact: See Official Contact Fiscal Contact: See Official Contact</p>	<p>The Youth Cultural and Academic Enrichment Program is a five-Saturday program for children ages 7-18. The participants will learn arts and crafts, folk music, games, poems and dance, and reading and test taking strategies. Children will learn simple asks such as sewing buttons and hemming skirts and pants, making fancy jewelry, play popular ethnic games, perform ethnic dances and use strategies for reading and test taking.</p>	B	\$ 7,000.00	0	\$ 5,000.00	New applicant. Provide cultural enrichment to JC youth.
<p>11 THE SALVATION ARMY (Summer Learning Project) 562 Bergen Avenue Jersey City, NJ 07304 Official Contact: Guy De Angelis, Business Manager Phone: 201-435-7355 Email: guy.deangelis@use.salvationarmy.org &amp; guyde2012@gmail.com Prog. Contact: See Official Contact Fiscal Contact: See Official Contact</p>	<p>The Salvation Army's Summer Learning Project will provide academic enrichment in the form of one on one tutoring to seventy-five students ages five through twelve. Tutoring will be provided on a daily basis for a period of eight weeks.</p>	F	\$ 24,995.00	\$ 11,000.00	\$ 15,000.00	Previously received summer youth program funding. Provide tutoring and educational enrichment services to inner city youth during the summer months.
<p>12 PS# 3 PTA (Summer Enrichment Program) PO BOX 227 Jersey City, NJ 07302 Official Contact: Felicia Palmer Phone: 201-822-1773 Email: ps3ola@gmail.com Prog. Contact: See Official Contact Fiscal Contact: See Official Contact</p>	<p>The 2013 PS3PTA Summer Enrichment Program will be a fun, enriching day camp designed to keep the child's body and mind active over the summer vacation. The 6-week program will run weekdays from 9am-4pm from Monday, July 1st through Friday, August 9th. The Children will enjoy daily in-door (air-conditioned) outdoor activities including Extended day from 4-6pm.</p>	E	\$ 25,959.00	0	0	New applicant. Good application. Program receives \$355 registration fee per student. Does not display need for funding.

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

2013 CDBG SUMMER YOUTH PROGRAM APPLICATIONS

APPLICANT NAME AND ADDRESS	PROJECT DESCRIPTION	WARD/DELIVERY AREA	REQUESTED AMOUNT	FY11 AWARDED AMOUNT	RECOMMENDED	COMMENTS
<p>13 Ukeek Inspiration Summer Program (Ukeek Inspiration Summer Program) 73 Armstrong Avenue Jersey City NJ 07305</p> <p>Prgrm Locations: Official Contact: Arielus Ingram, Chairman for the Board, Founder Phone: 201-892-0105 Email: Arelusingram@gmail.com Prgrm Contact: Fiscal Contact:</p>	<p>Ukeek Inspiration seeks to help at-risk youth ages 5-13 with summer enrichment program. Youth will be taught in traditional and nontraditional ways that promote productivity and creativity through various method learning.</p>	F	\$ 55,000.00	0	\$ 10,000.00	New applicant. Provides recreational activities for JC youth primarily located in Wards A and F
<p>14 URBAN LEAGUE OF HUDSON COUNTY (UL Summer Tennis Program) 253 Martin Luther L. King Drive Jersey City, NJ 07305</p> <p>Official Contact: Enoch Watson, CEO Phone: 201-451-8888 Email: Ewatson@ULOH.C.org Prgrm Contact: Andrew Kemp, Program Manager Phone: 201-451-8888 Email: Akemp@ulohc.org Fiscal Contact: Phone:</p>	<p>The target audience for the UL Junior Tennis Program is for boys and girls ages 8 to 14. The goal of the Junior Tennis program is to introduce the sport of tennis to underprivileged children in the inner-city.</p>	F	\$ 10,700.00	\$ 10,000.00	\$ 10,000.00	Previously received summer youth program funding. Provide inner city youth with exposure to tennis.
<p>15 YOUTH MUSIC GROUP (Lit Every Voice) 2365 Harrison Avenue Jersey City, NJ 07304</p> <p>Prgrm Locations: PS#23 Official Contact: Beth Cohen, Artistic Director Phone: 201-993-1549 Email: info@youthmusicgroup.com Prgrm Contact: See Program Contact Phone: Email: Fiscal Contact: Phone:</p>	<p>The Lit Every Voice Summer Program provides a venue for youth cultivate their artistic talent through music. We utilize traditional learning with instruments as well as new modern technology such as laptops to develop their producing of music skill as well as develop a sense of community while singing in a group.</p>	B	\$ 33,000.00	\$ 13,119.00	\$ 20,000.00	Previously received summer youth program funding. Provide inner city youth exposure to choral and musical exposure.
<b>GRAND TOTAL</b>			\$ 287,305.00	\$ 64,119.00	\$ 115,975.00	

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

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

City Clerk File No. Res. 13-398  
Agenda No. 10.Z.18  
Approved: MAY 29 2013  
TITLE:



## RESOLUTION AUTHORIZING THE PARTIAL RELEASE OF A BLANKET MORTGAGE FOR DUNCAN PROPERTIES, LLC AND THE SUBSTITUTION OF INDIVIDUAL MORTGAGES AND NOTES FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 23-25 DUNCAN AVENUE

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

**WHEREAS**, the properties located at 23-25 Duncan Avenue also known as Block 1824, Lots 7, Dup.99 and 9 were acquired to effectuate the construction of twenty-four (24) mixed income residential condominium units for a project known as the Mary Norton Manor Condominium (Project); and

**WHEREAS**, on or about June 25, 2009, Duncan Properties, LLC (Duncan) executed a blanket mortgage with the City of Jersey City (City) in the amount of \$1,000,000.00, recorded on July 17, 2009 in the Hudson County Register's Office in Mortgage Book 17356 at page 522; and

**WHEREAS**, the blanket mortgage to the City was to secure Duncan's obligation to construct and maintain 6 of the 24 residential condominium units as low/moderate affordable income housing for a minimum period of thirty (30) years; and

**WHEREAS**, the lots were consolidated and the property is now designated as Block 16502, Lot 10 and the residential units have been sold to individual purchasers; and

**WHEREAS**, the City at the request of Duncan has agreed to release each unit from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, an Affordable Housing Trust Fund Mortgage and Note in the sum of \$166,666.00, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

**WHEREAS**, the City has been provided with copies of the recorded documents for two (2) units: 1) Unit #502; and 2) Unit #504; and

**WHEREAS**, the purchasers of the above units have executed individual Affordable Housing Agreements, Mortgages and Notes with the City; and

**WHEREAS**, the individual Affordable Housing Agreements and Affordable Housing Trust Fund Mortgages maintain the affordability controls on each of the properties for thirty (30) years.

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

- 1) The Mayor or Business Administrator is hereby authorized to execute a Partial Mortgage Discharge for Duncan Properties, LLC from the City's Blanket Mortgage subject to the recordation of the substitute Affordable Housing Agreements and Affordable Housing Trust Fund Mortgages in the amount of \$166,666.00 only for the following units: 1) Unit #502; and 2) Unit #504; and

02013075

City Clerk File No. Res. 13-398

Agenda No. 10.Z.18 MAY 29 2013

TITLE:

**RESOLUTION AUTHORIZING THE PARTIAL RELEASE OF A BLANKET MORTGAGE FOR DUNCAN PROPERTIES, LLC AND THE SUBSTITUTION OF INDIVIDUAL MORTGAGES AND NOTES FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 23-25 DUNCAN AVENUE**

- 2) The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution; and
- 3) All documents shall be subject to approval by the Corporation Counsel.

*JW/he*  
05/10/13

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

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

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

*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. 13-399  
 Agenda No. 10.Z.19  
 Approved: MAY 29 2013



TITLE:

**RESOLUTION AUTHORIZING THE SUBORDINATION OF THE CITY'S MORTGAGE TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S DECLARATION OF RESTRICTIVE COVENANTS AFFECTING PROPERTY KNOWN AS 84 SEAVIEW AVENUE A/K/A BLOCK 30101, LOT 26**

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

**WHEREAS**, the Garden State Episcopal Community Development Corporation (GSECDC), the owner of Block 30101, Lot 26, a/k/a 84 Seaview Avenue (Property), executed a HOME mortgage with the City of Jersey City (City) in the amount of \$411,187.00 on February 7, 2013; and

**WHEREAS**, the City's mortgage was recorded on March 5, 2013 in Book 18098 at page 864; and

**WHEREAS**, the HOME funds are allocated to GSECDC for the purpose of renovating four (4) units at the Property into rental dwelling units for low and moderate affordable households for a minimum period of twenty (20) years; and

**WHEREAS**, GSECDC applied and was awarded a Supportive Housing Program Grant from the United States Department of Housing and Urban Development (HUD) in the amount of \$420,000.00 to assist with the rehabilitation of the Property; and

**WHEREAS**, as a condition of the grant from HUD, GSECDC must execute at closing a Declaration of Restrictive Covenants (DRC) requiring that the Property be operated as a supportive housing project for a period of twenty (20) years; and

**WHEREAS**, in addition, HUD requires that the DRC be recorded in the first lien position to any other interest that encumbers the Property; and

**WHEREAS**, the City's mortgage will be made subordinate to HUD's DRC; and

**WHEREAS**, the City's lien will be in second lien position; and

**WHEREAS**, the City by its Division of Community Development has reviewed the request for the City to subordinate its mortgage to the Declaration of Restrictive Covenants of the United States Department of Housing and Urban Development and recommends that the City agree to the subordination in order for GSECDC to receive the grant from HUD.

**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 lien affecting 84 Seaview Avenue, Jersey City also known as Block 30101, Lot 26 to the Declaration of Restrictive Covenants of the United States Department of Housing and Urban Development.

IW/he  
5/8/13

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

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

Certification Required   
 Not Required

02013074

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

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

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

City Clerk File No. Res. 13-400

Agenda No. 10.Z.20

Approved: MAY 29 2013

TITLE:



## RESOLUTION AMENDING RESOLUTION NO. 10-782 TO AUTHORIZE THE SALE OF PROPERTY KNOWN AS 364 OCEAN AVENUE BY NVC REAL ESTATE FUND V, LLC TO SP DEVELOPERS, LLC, PURCHASER

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

**WHEREAS**, 364 Ocean Avenue, Block 26602, Lot 1 (previously known as Block 1463, Lot 4.C (Property) is a seven (7) unit building consisting of one (1) commercial unit and six (6) residential units that the City of Jersey City (City) sold at a public auction on November 4, 2010 for the sum of \$147,000 under Resolution No. 10-782; and

**WHEREAS**, the terms and conditions of the sale required that the purchaser obtain a certificate of occupancy for the Property; and

**WHEREAS**, the deed conveying the Property to the purchaser contained a restrictive covenant that the purchaser obtain a certificate of occupancy for the Property within 18 (eighteen) months of the transfer; and

**WHEREAS**, the Property was subsequently conveyed to other purchasers after the public auction by various owners, and none of them obtained a certificate of occupancy; and

**WHEREAS**, there are presently outstanding fines and violations on the Property; and

**WHEREAS**, SP Developers, LLC (Purchaser), desires to acquire the Property from NVC Real Estate Fund V, LLC (Seller) for the sum of \$135,000; and

**WHEREAS**, the original conveyance from the City was by deed, dated November 17, 2010 and recorded in the Office of the Hudson County Register in Book 8769 at Page 179 and superseded by a correctory deed, dated May 20, 2011 recorded in the Office of the Hudson County Register on June 30, 2011 in Book 8798 at Page 717; and

**WHEREAS**, the deed specified the following:

#### **BUYER'S DUTY TO REHABILITATE PROPERTY**

1. 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. See Section 20 in the resolution authorizing said sale which was adopted by the governing body of the City of Jersey City on October 13, 2010 for time schedule.
2. 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.
3. The Construction Official may issue a Temporary Certificate of Occupancy for portions of the building provided such portions are in substantial compliance with code standards. Securing a Temporary Certificate of Occupancy shall not however, constitute compliance with the conditions of sale. Only the issuance of a Final Certificate of Occupancy shall constitute full compliance.

**WHEREAS** Purchaser agrees to take title subject to said restriction provided that the City dismisses all outstanding fines assessed against the Property; and

**WHEREAS**, the City will allow Purchaser 540 days from closing to comply with all conditions of sale and to obtain a certificate of occupancy; and

City Clerk File No. Res. 13-400

Agenda No. 10.Z.20 MAY 29 2013

TITLE:

**RESOLUTION AMENDING RESOLUTION NO. 10-782 TO AUTHORIZE THE SALE OF PROPERTY KNOWN AS 364 OCEAN AVENUE BY NVC REAL ESTATE FUND V, LLC TO SP DEVELOPERS, LLC, PURCHASER**

**WHEREAS**, the Seller has agreed to pay to the City the sum of \$5,000 in exchange for the City's approval of the sale with restrictions; and

**WHEREAS**, it is in the best interests of the City to approve the sale with restrictions.

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

1. The City finds and declares that it is in the best interests of the City to authorize the sale of the Property known as 364 Ocean Avenue by NVC Real Estate Fund V, LLC to SP Developers, LLC, Purchaser, subject to the terms and conditions hereinabove which are incorporated herein; and
2. The City agrees to waive and/or dismiss any outstanding fines currently affecting Block 26602, Lot 1 (previously known as Block 1463, Lot 4.C (Property)) upon closing; and
3. Upon the presentation by Purchaser of an original or certified to be true copy of a Certificate of Occupancy issued by the City to Purchaser, the City of Jersey City Municipal Council shall approve a resolution removing the restrictions affecting the Property.

\_\_\_\_\_  
Ann Marie Miller, Real Estate Manager

/nk

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

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

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

City Clerk File No. Res. 13-401  
 Agenda No. 10:Z.21  
 Approved: MAY 29 2013  
 TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 111 GRACE STREET A/K/A BLOCK 702, LOT 21 F/K/A BLOCK 892, LOT 2**

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

**WHEREAS**, on December 24, 2001, Katherine Bartola (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the HORM Program; and

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

**WHEREAS**, the mortgage affects property known as 111 Grace Street, Jersey City, also known as Block 702, Lot 21 f/k/a Block 892, Lot 2; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Katherine Bartola dated December 24, 2001, in the sum of \$6,000.00 affecting 111 Grace Street, also known as Block 702, Lot 21 f/k/a Block 892, Lot 2.

IW/he  
5/16/13

APPROVED: \_\_\_\_\_  
 APPROVED: *J. L. [Signature]*  
 Business Administrator

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

0 2 0 1 3 0 8 2

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5-29-13											
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	✓		

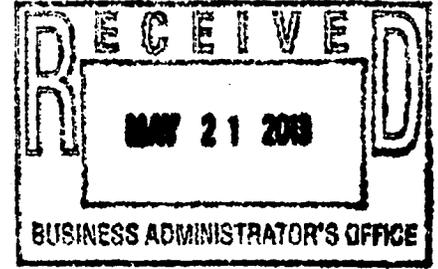
✓ Indicates Vote N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

**Jersey City Law Department  
Memorandum**



**To:** Council President and Members of the Municipal Council  
**From:** Itza G. Wilson, Assistant Corporation Counsel  
**Subject:** Requests for Discharge of Mortgages  
**Date:** May 16, 2013

---

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HORP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

IW/he  
Encl.

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

City Clerk File No. Res. 13-402

Agenda No. 10.7.22

Approved: MAY 29 2013

TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 235 LOT 169 & 168 LOCATION 14 & 16 BRIGHT STREET**



**COUNCIL**  
following resolution:

**offered and moved adoption of the**

**WHEREAS**, the City of Jersey City on February 26, 2009 sold the above property not needed for public use to: Pierre & Barbara Hohenberg, 5 Washington Mews, New York, New York 10003; and,

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

**WHEREAS**, 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, Raymond Meyer has signed and issued a Certificate of Occupancy on said property indicating that the property was renovated in compliance with the conditions of sale which were adopted by the Municipal Council on February 11, 2009; 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 acknowledgment.

**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 February 11, 2009 have been complied with.

2. Block 235 Lot 168 & 169 Location 14 & 16 Bright Street is hereby released from any and all restrictions.

3. The Mayor is hereby authorized to execute this resolution and a notary public notarize the acknowledgment 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.

**WITNESS**

**CITY OF JERSEY CITY**

Robert Byrne, City Clerk

Jerramiah T. Healy, Mayor

02013081

TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 235 LOT 168 & 169 ADDRESS 14 & 16 BRIGHT 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 municipal 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 2013 .

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

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

APPROVED: Ann Marie Miller  
Ann Marie Miller Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

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

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

Robert Byrne  
Robert Byrne, City Clerk



CITY OF JERSEY CITY  
 30 MONTGOMERY STREET-SUITE 412  
 JERSEY CITY, NJ 07302  
 201-5475055

**CERTIFICATE  
 IDENTIFICATION**

Date Issued: 05/10/2013  
 Control #: 84486  
 Permit #: 20103411

Block: 235 Lot: 169  
 Work Site Location: 14 BRIGHT ST  
 JERSEY CITY  
 Owner in Fee: HOHENBERG, PIERRE  
 Address: 5 WASHINGTON MEWS  
 NEW YORK NY 10003  
 Telephone: 646 438-2270  
 Agent/Contractor: NELSON BENAVIDES  
 Address: 361 EIGHTH STREET  
 JERSEY CITY NJ 07302  
 Telephone: 917 846-8613  
 Lic. No./ Bldrs. Reg.No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan: \_\_\_\_\_  
 Use Group: R-3  
 Maximum Live Load: \_\_\_\_\_  
 Construction Classification: \_\_\_\_\_  
 Maximum Occupancy Load: \_\_\_\_\_  
 Certificate Exp Date: \_\_\_\_\_  
 Description of Work/Use: rehab of existing firehouse | rear yard and rooftop addition | conversion to single family  
 Update Desc. of WK/Use: Installation of a hearth for fire place, 2- AIR HANDLERS / CENTRAL A/C, revised plans as per Jeff C., Install bridge in front of building as per plan.

**CERTIFICATE OF OCCUPANCY**

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

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work  
 Partial or limited time period( \_\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

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.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

RAYMOND MEYER Construction Official  
*Ray M*

U.C.C 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees: \$0.00  
 Paid  Check No.: 1140  
 Collected by: bf

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

City Clerk File No. Res. 13-403

Agenda No. 10.Z.23

Approved: MAY 29 2013

TITLE:



## RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CHAMPION ENERGY, INC., FOR SUPPLYING ELECTRICITY FOR THE JERSEY CITY MUNICIPAL COURT BUILDING

**COUNCIL**

moved adoption of the following Resolution:

**WHEREAS**, Resolution 10-560, approved on August 25, 2010, authorized the City of Jersey City (City) to purchase electric generation services through the Essex-Hudson Regional Energy Procurement Cooperative (EHREPC); and

**WHEREAS**, Resolution 12-770, approved on October 24, 2012, authorized a one (1) year contract effective as of July 1, 2012 with South Jersey Energy Company (SJE) for the purchase of electricity under the cooperative pricing contract between the County of Hudson and SJE through the EHREPC; and

**WHEREAS**, the contract was awarded pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq.; and

**WHEREAS**, Gabel Associates prepared the electric supply bid specifications for the EHREPC and for ACES Energy Aggregation CPS led by the New Jersey Schools Boards Association (ACES); and

**WHEREAS**, EHREPC bid specifications included the supplying of electricity to buildings owned by the City and the ACES bid specifications included the supplying of electricity to buildings owned by the Jersey City Board of Education; and

**WHEREAS**, in preparing the bid specifications for EHREPC and ACES, Gabel Associates inadvertently included the Jersey City Municipal Court building electric account in the ACES's bid specifications instead of the EHREPC's bid specifications; and

**WHEREAS**, SJE submitted the winning proposal for the EHREPC contract and Champion Energy, Inc. (Champion) submitted the winning proposal for the ACES contract; and

**WHEREAS**, Champion's price for electricity of \$.07287 per kwh was less than SJE's price for electricity of \$0.07922 per kwh; and

**WHEREAS**, Champion supplied electricity for the Jersey City Municipal Court building from June 6, 2012 to October 31, 2012 and is seeking a payment of \$44,741.06 from the City for the cost of electricity; and

**WHEREAS**, Steve Miller of the Department of Public Works has reviewed Champion's electric bills and has certified that Champion provided electricity for the Jersey City Municipal Court building from June 6, 2012 through October 31, 2012 and has certified that Champion's bills are fair and reasonable; and

**WHEREAS**, Champion provided services in good faith and is entitled to receive payment for the value of the services; and

City Clerk File No. Res. 13-403  
Agenda No. 10.Z.23 MAY 29 2013

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM  
SUBMITTED BY CHAMPION ENERGY, INC., FOR SUPPLYING  
ELECTRICITY FOR THE JERSEY CITY MUNICIPAL COURT BUILDING**

**WHEREAS**, the sum in the amount of \$44,741.06 is available in Account No. 13-01-201-31-430-303.

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

1. The Purchasing Agent is hereby authorized to pay Champion Energy, Inc. the sum of \$44,741.06 for providing electric service to the Jersey City Municipal Court building from June 6, 2012 through October 31, 2012;
2. The approval of this payment is subject to the execution of a release by Champion Energy, Inc. releasing the City from any liability in connection with claims that it may have against the City for providing electric service to the Jersey City Municipal Court building; and
3. The Business Administrator and Purchasing Agent are hereby authorized to take such other actions that may be necessary to effectuate the purposes of this resolution.

I, \_\_\_\_\_, Donna Mauer, Chief Financial Officer hereby certify that funds in the amount of \$44,741.06 are available in Account No. 13-01-201-31-430-303.  
*TO BE PAID BY N.C. VOUCHER*

RR/cw  
05/22/13

APPROVED: *Edmund Hodby 5/22/13* APPROVED AS TO LEGAL FORM

APPROVED: *Stacy Donnarumma* *[Signature]*  
 Business Administrator Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>5.29.13</b>											
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.

*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. 13-404  
 Agenda No. 10 .Z. 24  
 Approved: MAY 29 2013



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MORRIS COUNTY TO PERMIT JERSEY CITY PROBATIONARY FIRE FIGHTERS TO ATTEND THE MORRIS COUNTY PUBLIC SAFETY ACADEMY**

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

**WHEREAS**, the City of Jersey City (City) is hiring new Fire Fighters on June 3, 2013, and

**WHEREAS**, it is necessary for the new Fire Fighters to attend a training academy certified by the State of New Jersey, and

**WHEREAS**, Morris County, a County of the State of New Jersey operates a State certified training academy; and

**WHEREAS**, Morris County agreed to permit the new Jersey City Probationary Fire Fighters to attend its academy; and

**WHEREAS**, the cost of training a probationary fire fighter is twelve hundred dollars (1,200.00) per fire fighter, and

**WHEREAS**, the number of fire fighters shall not exceed a maximum of twenty-five (25) for a total amount of thirty thousand (\$30,000) dollars, and

**WHEREAS**, the training shall commence on June 3, 2013 and continue until August 9, 2013, and

**WHEREAS**, the N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public advertising; and

**WHEREAS**, funds in the amount of \$30,000.00 are available in Account No. 01-201-25-265-312, and

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

1. The above recitals are incorporated herein by reference;
2. The Mayor and/or Business Administrator be authorized to sign an agreement with Morris County in substantially the form of the attached permitting 25 Jersey City Fire Fighters to attend the Morris County Public Safety Academy from June 3, 2013 to August 9, 2013.
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution.

I, Norma Mauer (Norma Mauer), Chief Financial Officer certify that funds in the amount of \$30,000.00 are available in Account No. 1-201-25-265-312. P.O. # 110016

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Burns, City Clerk

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

City Clerk File No. Res. 13-405

Agenda No. 10.Z.25

Approved: MAY 29 2013

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY EFFECTIVE AS OF APRIL 15, 2013 FOR FOUR(4) MONTHS

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

**WHEREAS**, the City of Jersey City(City) requires the services of legal bond counsel (Bond Counsel) to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

**WHEREAS**, Gluck, Walrath LLP agrees to perform a limited review of bond issues to assist the City in meeting requirements of the Arbitrage and Tax Certificates executed in connection with bond issues; and

**WHEREAS**, Gluck Walrath is qualified to perform these services and will provide these services for a total contract amount not to exceed \$125,000 which is based on the fee schedule set forth below; and

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

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay to Play Law); and

**WHEREAS**, the City's Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Gluck Walrath LLP has completed and submitted a Business Entity Disclosure Certification which certifies that Gluck Walrath LLP 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 Gluck Walrath LLP from making any reportable contributions during the term of the contract; and

**WHEREAS**, Gluck Walrath LLP has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Gluck Walrath has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 8, 2008.

**WHEREAS**, funds in the amount of \$125,000 are available in Account No. 04-215-55-881-990; and

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

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY**

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

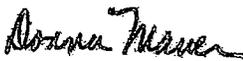
1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Gluck Walrath, LLP, for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a total contract amount not to exceed \$125,000.00 which is based on the following fee schedule:

(The Fee for these services is based on the complexity of each individual issue):

Legal Assistant	\$185.00/hour
Legal Assistant	80.00/hour
Attorney	200.00/hour
Attorney(tax advice only)	325.00/hour
Attorney	200.00/hour
Attorney	200.00/hour
Attorney	200.00/hour

2. The contract term shall be from April 15, 2013 (expiration date of last contract) to August 30, 2013
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within ten(10 days of the adoption of the resolution;
5. This agreement shall be subject to the condition that Gluck Walrath LLP provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance and the Determination of Value Certification attached hereto and incorporated by reference shall be placed on file with this resolution.

I hereby certify that funds in the amount of \$125,000 are available in Account No. 04-215-55-881-990 for payment of this resolution.

  
\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_  
  
\_\_\_\_\_  
Business Administrator

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

Certification Required   
Not Required

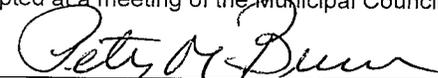
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.29.13											
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.

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

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

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

City Clerk File No. Res. 13-406  
Agenda No. 10.Z.26  
Approved: MAY 29 2013  
TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FIELD TURF TO PROVIDE TURF MAINTENANCE AT CAVEN POINT AND MONTGOMERY FIELDS 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 turf maintenance for the Department of Public Works pursuant to specifications; and

**WHEREAS**, the Division of Purchasing received two (2) proposals from Primo Turf, LLC, 76 Treadwell Street, Binghamton, NY 13905 in the amount of \$25,000.00 and from FIELD TURF USA, INC, 7445 Cote-de-Ilesse Road Suite 200, Montreal, Quebec, Canada, H4T 1G2, in the total bid amount of **twenty three thousand two hundred dollars and zero cents (\$23,200.00)** and that being the lowest responsible vendor; 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 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 \$23,200.00 are available in **Park Maintenance Operating Account No. 13-01-201-28-375-312.**

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

- 1) A contract in the amount of **\$23,200.00** for turf maintenance is awarded to Fieldturf and the Purchasing Director is directed to have such a contract drawn up and executed;

(Continue on page 2)

City Clerk File No. Res. 13-406

Agenda No. 10.Z.26 MAY 29 2013

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FIELD TURF TO PROVIDE TURF MAINTENANCE AT CAVEN POINT AND MONTGOMERY FIELDS 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 \$23,200.00 are available in Parks Maintenance Operating Account No. 13-01-201-28-375-312.

**Account No. 13-01-201-28-375-312, P.O. No. 109981**

RWH /sb  
April 25, 2013

APPROVED: \_\_\_\_\_  
 Rodney W. Hadley, Director of Public Works

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

APPROVED: \_\_\_\_\_  
 Business Administrator

ASST.

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.29.13							
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.

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

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