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

City Clerk File No. Res. 16.791

Agenda No. 10.A

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING CY 2016 APPROPRIATION TRANSFERS

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

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2016 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

Description	Account	FROM	TO
ENGINEERING & TRAFFIC	01-201-20-105 S/W	($275,000.00)	
POLICE	01-201-25-240 S/W	($361,000.00)	
HHS DIRECTORS OFFICE	01-201-27-330 S/W	($115,000.00)	
COMMUNICATIONS & TECH	01-201-25-271 S/W	($100,000.00)	
PARKS MAINTENANCE	01-201-28-375 S/W	($80,000.00)	
ARCHITECTURE	01-201-20-104 S/W	($60,210.00)	
FIRE	01-201-25-265 O/E	($45,881.00)	
CONSTRUCT. CODE OFFICIAL	01-201-22-195 S/W	($30,000.00)	
DIV. OF SENIOR AFFAIRS	01-201-27-335 S/W	($30,000.00)	
HUMAN RESOURCES DIRECTOR	01-201-20-115 S/W	($25,000.00)	
COLLECTIONS	01-201-20-145 S/W	($25,000.00)	
RESIDENT RESPONSE CENTER	01-201-20-111 S/W	($15,000.00)	
MANAGEMENT AND BUDGET	01-201-20-101 S/W		$12,000.00
UTILITY MANAGEMENT	01-201-20-107 S/W		$25,000.00
RISK MANAGEMENT	01-201-20-109 S/W		$3,000.00
CULTURAL AFFAIRS	01-201-20-112 S/W		$15,000.00
WORKFORCE MANAGEMENT	01-201-20-116 S/W		$5,000.00
HEALTH BENEFITS	01-201-20-117 S/W		$5,000.00
PENSION	01-201-20-118 S/W		$15,000.00
TREASURY & DEBT MGT	01-201-20-131 S/W		$8,000.00
ZONING	01-201-21-186 S/W		$25,000.00
ECON. DEVELOPMENT	01-201-22-171 S/W		$5,000.00
COMMUNICATIONS & TECH	01-201-25-271 O/E		$250,000.00
DPW DIRECTOR	01-201-26-290 S/W		$95,000.00
BLDG & STREET MAINT.	01-201-26-291 S/W		$62,000.00
SANITATION	01-201-26-292 S/W		$15,000.00
DIVISION OF HEALTH	01-201-27-331 S/W		$65,000.00
CLINICAL SERVICES	01-201-27-333 S/W		$80,000.00
RECREATION	01-201-28-370 O/E		$6,210.00
RECREATION	01-201-28-370 S/W		$250,000.00
POLICE & FIRE RETIREMENT	01-201-36-488 O/E		$45,881.00
PUBLIC SAFETY - FIRE	01-201-25-265 S/W		$175,000.00
		($1,162,091.00)	**$1,162,091.00**

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING CY 2016 APPROPRIATION TRANSFERS

Initiator

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	jmetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to authorize the Comptroller to make the following CY 2016 budgetary appropriation transfers.

I certify that all the facts presented herein are accurate.

J. Metro

Signature of Department Director

12/6/2016

Date

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

City Clerk File No. Res. 16.792

Agenda No. 10.B

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2016 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

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

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2016 Municipal Budget:

	FROM	TO
USTA –School Tennis Youth Initiative Grant	$0.00	$7,200.00

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

	FROM	TO
USTA –School Tennis Youth Initiative Grant	$0.00	$7,200.00

BE IT FURTHER RESOLVED that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2016 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	jmetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to approve the insertion of any special item of revenue and appropriation in the municipal budget when such item has been made available after the adoption of the budget. (N.J.S.A. 40A:4-87)

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/5/2016

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

City Clerk File No. Res. 16.793

Agenda No. 10.C

Approved: DEC 14 2016

TITLE: **RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR A RECREATION TRUST FUND**

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

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures or moneys by dedication by rider; and

WHEREAS, upon approval of the governing body funds in the Recreation Trust Fund shall be used exclusively for the purpose of operating programs for which fees are collected and to refund payments, as necessary to program participants; and

WHEREAS, the Recreation Department will maintain separate subsidiary ledgers for each fee based program or event to ensure appropriate dedication and segregation of revenues and expenditures.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Jersey City, County of Hudson, State of New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures under the provisions of N.J.S.A. 40A:4-39, as amended by P.L. 1999, c.292, for the exclusive purpose of depositing and expending funds paid by individuals to offset costs of operating municipal "fee-based" recreation programs.

2. The Municipal Clerk of the City of Jersey City, County of Hudson is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

APPROVED: Donna Maw, CFO

APPROVED: S. Osborne
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0 12.14.16

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR A RECREATION TRUST FUND

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution will allow the City to set up a Recreation Trust Fund. This will allow fees charged for certain programs to be deposited into this fund and used exclusively for the programs for which these fees are collected. The Recreation Department will maintain subsidiary ledgers for each program as directed in Local Finance Notice, CFO 2000-4.

I certify that all the facts presented herein are accurate.

Donna Mauer — 12/5/16

Signature of Department Director — **Date**

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

City Clerk File No. Res. 16.794

Agenda No. 10.D

Approved: DEC 14 2016

TITLE: **RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR A STORM RECOVERY RESERVE, PURSUANT TO N.J.S.A. 40A:4-62.1**

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

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:4-62.1 allows for unexpended balances budgeted annually for storm recovery to be lapsed into a Storm Recovery Reserve; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Storm Recovery Reserve are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement; and

WHEREAS, upon approval of the governing body funds in the Storm Recovery Reserve may be used for any purpose related to storm recovery, including, but not limited to, snow, ice and debris removal; and

WHEREAS, Snow Recovery Reserve funds may only be used after the current appropriation for such purposes have been expended.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Jersey City, County of Hudson, State of New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Storm Recovery Reserve created in accordance with the provisions of N.J.S.A. 40A: 4-62.1.

2. The Municipal Clerk of the City of Jersey City, County of Hudson is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: Donna Maur, CFO

APPROVED: S. Donzvano
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO				COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR A STORM RECOVERY RESERVE, PURSUANT TO N.J.S.A. 40A:4-62.1

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution will allow the City to set up a reserve account to pay expenditures related to storm recovery. This account will be made up of storm recovery funds that were appropriated and not spent at year end.

I certify that all the facts presented herein are accurate.

Donna Mauer 12/5/16

Signature of Department Director **Date**

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

City Clerk File No. Res. 16.795

Agenda No. 10.E

Approved: DEC 14 2016

TITLE:

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE CITY'S BOND ANTICIPATION NOTES, SERIES 2017A IN THE AMOUNT OF $9,966,000 AND APPROVING A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO SAID NOTES OF THE CITY, AND AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), has previously adopted bond ordinance numbered 09-097 on October 24, 2009 ("Ordinance 09-097") and bond ordinance numbered 09-127 on December 16, 2009 ("Ordinance 09-127", and together with Ordinance 09-097, the "Ordinances"); and

WHEREAS, the City intends to issue its Bond Anticipation Notes, Series 2017A in an amount not to exceed $9,966,000 (the "Notes") under the Ordinances for the purpose of refunding a portion of the City's $10,208,000 Bond Anticipation Notes which were issued on October 6, 2016 and mature on January 20, 2017, and used to refinance certain capital improvements; and

WHEREAS, all matters pertaining to the sale of the Notes have been delegated by the Ordinances to the Chief Financial Officer of the City; and

WHEREAS, in connection with the offering and sale of the Notes, the City intends to distribute a Preliminary Official Statement and final Official Statement setting forth certain information relating to the City and the Notes, and the City also intends to enter into a Continuing Disclosure Certificate.

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. Authorization for Official Statement. The distribution by the City, and its financial advisor, of the Preliminary Official Statement relating to the Notes (a draft of which is attached hereto as **Exhibit A** and shall be filed with the records of the City) is hereby approved in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect. The Chief Financial Officer is hereby authorized to approve the contents and terms of the final Official Statement in respect of the aforementioned notes in substantially the form of the Preliminary Official Statement. The Chief Financial Officer is hereby authorized to sign such Official Statement on behalf of the City, in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof.

SECTION 2. Continuing Disclosure. The form of the Continuing Disclosure Certificate in substantially the form attached hereto as **Exhibit B** is hereby approved, and the execution of the Continuing Disclosure Certificate by Chief Financial Officer of the City is hereby authorized. The City hereby covenants and agrees that it will comply with and carry out all of the provisions

TITLE:

of the Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default on the Notes; however, any holder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 3. Further Action. Any matter relating to the award, sale or execution of the Notes which has been delegated by the Ordinances to the Chief Financial Officer may be performed by said officer. On behalf of the City, the appropriate representatives of the City are authorized and directed to take all steps which are necessary or convenient to effectuate the terms of this Resolution with respect to the issuance, sale and delivery of the Notes, including, but not limited to the execution of all tax certificates and other closing documentation. All such actions heretofore taken are hereby ratified, approved and confirmed.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING THE CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE CITY'S BOND ANTICIPATION NOTES, SERIES 2017A IN THE AMOUNT OF $9,966,000 AND APPROVING A CONTINUING DISCLOSURE CERTIFICATE WITH RESPECT TO SAID NOTES OF THE CITY, AND AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN CONNECTION THEREWITH

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution approves the Preliminary Official Statement and Continuing Disclosure Certificate for the sale of certain Notes. The purpose is to provide the Council with these offering documents prior to the sale.

I certify that all the facts presented herein are accurate.

Donna Mauer — 12/5/16

Signature of Department Director — **Date**

EXHIBIT A

This is a Preliminary Official Statement and the information contained herein is subject to completion, amendment or other change without notice. The securities described herein may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2017

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

NEW ISSUE **RATING: Not Rated**

In the opinion of GluckWalrath LLP, Bond Counsel assuming continuing compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), applicable to the Tax-Exempt Notes and subject to certain provisions of the Code which are described herein, under laws, regulations, rulings and judicial decisions existing on the date of original delivery of the Tax-Exempt Notes, interest received by holders of the Tax-Exempt Notes will be excludable from gross income for federal income tax purposes and will not be treated as a tax preference item for purposes under Section 57 of the Code for individuals or corporations. Interest on the Tax-Exempt Notes is included in the adjusted current earnings of corporations for the purposes of computing the alternative minimum alternative tax on corporations. Under the laws of the State of New Jersey, as enacted and construed on the date of original delivery of the Notes, interest on the Notes and any gain from the sale thereof is excludable from gross income under the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein for a description of certain other provisions of the Code that may affect the federal tax treatment of interest on the Notes.

CITY OF JERSEY CITY
(Hudson County, New Jersey)

$9,966,000 BOND ANTICIPATION NOTES, SERIES 2017A

Dated: January 19, 2017 **Due: January 19, 2018**

The City of Jersey City, in the County of Hudson, New Jersey (the "City") $9,966,000 Bond Anticipation Notes, Series 2017A (the "Notes") will be issued as fully registered Notes in the form of one certificate for the principal amount of Notes and, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company ("DTC"). Purchases of the Notes will be made in book-entry-only form (without certificates) in denominations of $5,000 or more. So long as DTC, or its nominee Cede & Co., is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., which is to remit such payments to DTC participants, which in turn is to remit such payments to be beneficial owners of the Notes (see "THE NOTES – Book Entry Only System" herein). Interest on the Notes is payable at maturity. The Notes are not subject to redemption prior to their maturity.

$_____ _____%, Due January 19, 2018– Price _____%

The Notes constitute general obligations of the City, and the full faith and credit and unlimited taxing power of the City are pledged to the payment of the principal of, applicable premium, if any, and interest on the Notes. The City shall be required to levy *ad valorem* taxes upon all taxable real property within the City for the payment of the principal of and interest on the Notes without limitation as to rate or amount. The Notes are not a debt or obligation, legal, moral, or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

The Notes are offered when, as and if issued by the City and delivered to the purchasers, subject to the approval of legality by GluckWalrath LLP, Trenton, New Jersey, Bond Counsel, and other conditions described herein. NW Financial Group, LLC, Hoboken, New Jersey, has served as financial advisor in connection with the issuance of the Notes. It is expected that the Notes will be available for delivery on or about January 19, 2017. The Notes are to be delivered through the facilities of DTC in Jersey City, New Jersey.

ELECTRONIC AND FAXED PROPOSALS WILL BE RECEIVED FOR THE NOTES ON DECEMBER 22, 2016 UNTIL 11:00 AM. FOR MORE INFORMATION ON HOW TO BID, PLEASE REFER TO THE ENCLOSED NOTICE OF SALE.

Dated: December __, 2016

CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

MAYOR

Steven M. Fulop

CITY COUNCIL

Rolando R. Lavarro, Jr., Council President
Joyce Watterman, Councilwoman at Large
Daniel Rivera, Councilman at Large
Frank Gajewski, Ward A Councilman
John J. Hallanan III, Ward B Councilman
Richard Boggiano, Ward C Councilman
Michael Yun, Ward D Councilman
Candice Osborne, Ward E Councilwoman
Diane Coleman, Ward F Councilwoman

CITY OFFICIALS

Robert J. Kakoleski, Business Administrator
Mark Albiez, Mayor's Chief of Staff
Jeremy Farrell, Corporation Counsel
Anthony Cruz, Director of the Department of Housing, Economic Development and Commerce
Donna L. Mauer, Chief Financial Officer
Robert Byrne, City Clerk

BOND COUNSEL

GluckWalrath LLP
Trenton, New Jersey

FINANCIAL ADVISOR

NW Financial Group, LLC
Hoboken, New Jersey

INDEPENDENT AUDITORS

Donohue, Gironda, Doria & Tomkins, LLC
Bayonne, New Jersey

No broker, dealer, salesperson or other person has been authorized by the City or the Underwriters to give any information or to make any representations with respect to the Notes other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Underwriters. The information contained herein has been obtained from the City, DTC and other sources which are believed to be reliable; however, such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation or warranty of the City or the Underwriters. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in any of the information herein since the date hereof, or the date as of which such information is given, if earlier.

References in this Official Statement to laws, rules, regulations, ordinances, resolutions, agreements, reports and documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein, and copies of which may be inspected at the offices of the City during normal business hours. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

The order and placement of materials in this Official Statement, including the Appendices, are not deemed to be a determination of relevance, materiality or importance, and this Official Statement, including the Appendices, must be considered in its entirety.

In order to facilitate the distribution of the Notes, the Underwriters may engage in transactions intended to stabilize the price of the Notes at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The prices at which the Notes are offered to the public by the Underwriters and the yields resulting therefrom may vary from the initial public offering prices or yields shown on the cover and the inside front cover page hereof. In addition, the Underwriters may allow concessions or discounts from such initial public offering prices or yields to dealers and others.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes in any jurisdiction in which it is unlawful for any person to make such an offer, solicitation or sale.

The Underwriters have reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the Federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guaranty the accuracy or completeness of such information.

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OFFICIAL STATEMENT
of the
CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

$9,966,000 BOND ANTICIPATION NOTES, SERIES 2017A

INTRODUCTION

This Official Statement of the City of Jersey City (the "City"), in the County of Hudson (the "County"), State of New Jersey (the "State"), including cover pages and appendices, is provided for the purpose of presenting certain information relating to the City in connection with the sale of the City's $9,966,000 Bond Anticipation Notes, Series 2017A (the "Notes").

The Notes are dated January 19, 2017 and are payable on January 19, 2018. See "THE NOTES" and "SECURITY FOR THE NOTES" herein for a description of the Notes and the security therefor. The terms of the Notes are described generally in this Official Statement, which should be read together with the entire attachment hereto.

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof and all reference to the definitive forms of the Notes and their statutory authority.

Authorization for the Notes

The Notes have been authorized and are to be issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq. of the New Jersey Statutes (the "Act") and bond ordinance numbered 09-097 adopted on October 24, 2009 ("Ordinance 09-097") and, bond ordinance numbered 09-127 adopted on December 16, 2009 (collectively the "Ordinances").

Purpose of the Notes and Application of Proceeds

The City will apply the proceeds from the sale of the Notes to pay a portion of the maturing principal of the City's $10,208,000 Bond Anticipation Notes, Series 2016B (the "2016 Notes") which were issued on October 5, 2016 and mature on January 20, 2017, and used to refinance certain capital improvements The remaining $242,000 of the 2016 Notes will be paid from budgeted appropriations.

THE NOTES

General

The Notes are dated January 19, 2017 and mature on January 19, 2018. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months. Principal of and interest on the Notes will be paid when due and at maturity at the office of the Chief Financial Officer of the City (unless a Paying Agent is appointed by the City). So long as The Depository Trust Company, New York, New York ("DTC") or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes are to be made directly to Cede & Co., as nominee for DTC; disbursements of such payments to the DTC Participants is the responsibility of DTC, and disbursements of such payments to the beneficial owners of the Notes is the responsibility of the DTC Participants. See "THE NOTES – Book Entry Only System" herein. The Notes will be issued in fully registered form in the denomination of $5,000 or more, and, under certain circumstances, are exchangeable for one or more fully registered Notes of like principal amount, series and maturity in the denomination of $5,000 or more.

Book Entry Only System

DTC will act as securities depository for the Notes. One fully registered bond certificate will be issued in the aggregate principal amount of the Notes. The Notes will be registered in the name of Cede & Co. (DTC's partnership nominee) and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, however, Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of the Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Notes, except in the event that use of the book-entry only system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other nominee as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of the Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in

the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes. Under its usual procedures, DTC mails an omnibus proxy (the "Omnibus Proxy") to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and redemption premium, if any, of and interest payments on the Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payment date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payment to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to the City or the Paying Agent and discharging its responsibilities with respect thereto under applicable law, or the City may terminate its participation in the system of book-entry transfer through DTC at any time by giving notice to DTC. In either event, the City may retain another securities depository for the Notes or deliver Note certificates in accordance with instructions from DTC or its successors.

The Paying Agent and the City will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting, and so long as a book-entry-only system is used, will send any notice of redemption or other notices to Bondholders only to DTC. Any failure of DTC to advise any DTC Participants or of any DTC Participant to notify the Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Notes called for redemption or of any other action premised on such notice.

The Paying Agent and the City cannot and do not give any assurance that DTC will distribute payments of debt service to DTC Participants or that the DTC Participants or others will distribute payments of debt service on the Notes paid to DTC or its nominee, as the registered owner thereof, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Official Statement.

The information in this section concerning DTC and DTC's book-entry-only system is based upon information obtained from DTC. The City believes the information to be reliable but assumes no responsibility as to accuracy, sufficiency, or completeness thereof.

THE CITY AND THE PAYING AGENT MAY TREAT DTC (OR ITS NOMINEE) AS THE SOLE AND EXCLUSIVE REGISTERED OWNER OF THE NOTES REGISTERED IN ITS NAME FOR THE PURPOSES OF PAYMENT OF THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OF, OR INTEREST ON, THE NOTES, GIVING ANY NOTICE PERMITTED OR REQUIRED TO BE GIVEN TO REGISTERED OWNERS, REGISTERING THE TRANSFER OF THE NOTES, OR OTHER ACTION TO BE TAKEN BY REGISTERED OWNERS AND FOR ALL OTHER PURPOSES

WHATSOEVER. THE CITY AND THE PAYING AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY PARTICIPANT, ANY PERSON CLAIMING A BENEFICIAL OWNERSHIP INTEREST IN THE NOTES UNDER OR THROUGH DTC OR ANY PARTICIPANT, OR ANY OTHER PERSON WHICH IS NOT SHOWN ON THE REGISTRATION BOOKS OF THE CITY (KEPT BY THE REGISTRAR AND PAYING AGENT) AS BEING A REGISTERED OWNER, WITH RESPECT TO THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE NOTES; ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO REGISTERED OWNERS THEREUNDER OR UNDER THE CONDITIONS TO TRANSFERS OR EXCHANGES ADOPTED BY THE CITY; OR OTHER ACTION TAKEN BY DTC AS A REGISTERED OWNER. PAYMENTS MADE TO DTC OR ITS NOMINEE SHALL SATISFY THE CITY'S OBLIGATIONS UNDER THE ACT AND THE ORDINANCES TO THE EXTENT OF SUCH PAYMENTS. SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF ALL THE NOTES, REFERENCES HEREIN TO THE OWNERS, HOLDERS OR REGISTERED OWNERS OF THE NOTES (OTHER THAN UNDER THE CAPTION "TAX MATTERS" HEREIN) SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE NOTES.

In the event that the book entry only system is discontinued, the City will authenticate and make available for delivery Notes in the form of registered certificates. In addition, the following provisions would apply to such Notes: Principal of and interest on the Notes will be payable in lawful money of the United States of America at the office of the Paying Agent, designated by the City, and interest on the Notes will be payable by wire transfer or check mailed to the respective addresses of the registered owners thereof as shown on the registration books of the City as of the close of business on the fifteenth day preceding the maturity date.

SECURITY FOR THE NOTES

General Obligations of the City

The Notes constitute general obligations of the City and the full faith and credit and unlimited taxing power of the City are pledged to the payment of principal of, and interest on the Notes. The City is authorized and required by law to levy *ad valorem* taxes on all real property taxable by the City for the payment of the principal of and the interest on the Notes without limitation as to rate or amount. Payment of such principal and interest is not limited, however, to any particular fund or source of revenue of the City. The City is required to include in its annual municipal budget the total amount of interest and principal charges on all of its general obligation indebtedness for the current year.

THE NOTES ARE NOT ENTITLED TO THE BENEFITS OF THE MUNICIPAL QUALIFIED BOND ACT.

The Notes are not a debt or obligation, legal, moral or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof, other than the City.

NO DEFAULT

The City has never defaulted in the payment of principal of, redemption premium, if any, and interest on any bonds or notes or other obligations of the City, nor are any payments of principal of or interest on the City's indebtedness past due.

MARKET PROTECTION

Other than the Notes, the City anticipates issuing additional series of notes and bonds in 2017, including (a) approximately $_____ of notes, consisting of approximately $_____ in rollover notes,

approximately $_____ in new money special emergency notes and approximately $_____ in new money general improvement notes, and (b) approximately $_____ in bonds and approximately $_____ in general obligation refunding bonds.

CITY OF JERSEY CITY

The City is New Jersey's second largest municipality with a population of 247,597 according to the United States Department of Commerce's 2010 Census. The City is located on the west side of the Hudson River, directly across from lower Manhattan in New York City, and is part of the major business and industrial concentration spanning the New York - Northern New Jersey metropolitan area.

The City's land area is 15.8 square miles, including a five mile long stretch of Hudson River waterfront that has experienced considerable high rise office tower, residential and multi-family development over the past ten years. The City is connected to New York City by the Holland Tunnel and the PATH railroad tubes and is within ten miles of Newark International Airport and the container and cargo facilities of Port Newark-Elizabeth. The City is located in the County of Hudson. The City's size and current development activity cause it to dominate the economy of Hudson County (the Jersey City Labor Area). The City also serves as the seat of the County government. Of the approximately 275,000 persons employed in the County, approximately 43% are employed in Jersey City. For additional information regarding the City and its finances, see "APPENDIX A - Certain Information Regarding the City of Jersey City".

RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK

Financial Overview

Appendix A contains information relative to the financial operations of the City. Over the last few years, the City's financial position has improved due to structurally balanced operations and strong prospects for continued tax base growth. The City has benefited from successful efforts to raise additional recurring revenues while reducing personnel related expenditures.

The calendar year that ended December 31, 2015 resulted in an excess of $20,295,394 in operations and the City's audited fund balance was $50,705,610. The calendar year that ended December 31, 2014 resulted in an excess of $33,812,449 in operations and the City's audited fund balance was $56,132,966. The calendar year that ended December 31, 2013 resulted in an excess of $12,410,182 in operations and the City's audited fund balance was $38,733,517. The calendar year that ended December 31, 2012 resulted in an excess of $7,946,247 in operations and the City's audited fund balance was $33,530,567.

The City restructured its debt on March 30, 2006, providing Fiscal Year 2006 debt service relief of $18 million and another approximately $69 million in Fiscal Years 2007-2011 combined, and was intended to produce approximately level debt service through Fiscal Year 2022.

Financial Results

2016 Budget. The City's budget for the 2016 Calendar year was introduced on February 24, 2016 and adopted on July 20, 2016. The Municipal Tax levy increased to $223,276,028. The City's 2016 budget anticipated $69,198,542 in State Aid.

2015 Results. The City's budget for the 2015 Calendar year was introduced on March 11, 2015 and adopted on July 28, 2015. The Municipal Tax levy increased to $219,785,389. The City's 2015 budget realized $68,430,369 in State Aid.

2014 Results. The City's budget for the 2014 Calendar year was introduced on March 12, 2014 and adopted on September 23, 2014. The Municipal Tax levy decreased to $217,414,170. The City's budget realized $68,569,897 in State Aid.

2013 Results. The City's budget for the 2013 Calendar year was introduced on February 27, 2013 and adopted on July 17, 2013. The Municipal Tax levy increased to $217,730,857. The City's budget realized $69,336,338 in State Aid.

2012 Results. The City's budget for the 2012 Calendar year was introduced on February 22, 2012 and adopted on July 31, 2012. The Municipal Tax levy increased to $208,175,697. The City's budget realized $69,509,094 in State Aid.

2011 Results. The City's budget for the 2011 Calendar year was introduced on March 9, 2011 and adopted on September 27, 2011. The Municipal Tax levy increased to $201,000,000. The City's budget realized $70,488,976 in State Aid.

CERTAIN STATUTORY PROVISIONS FOR THE PROTECTION OF GENERAL OBLIGATION DEBT

Local Bond Law (N.J.S.A. 40A:2-1 et seq.)

The Local Bond Law governs the issuance of bonds and notes to finance certain municipal capital expenditures. Among its provisions are requirements that bonds must mature within the statutory period of usefulness of the projects bonded and that bonds be retired in serial or sinking fund installments. A five percent (5%) cash down payment is generally required to be appropriated for the financing of expenditures for municipal purposes for which bonds are authorized.

The Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.)

This law regulates the non-budgetary financial activities of local governments. An annual, independent audit of the local unit's accounts for the previous year must be performed by a licensed Registered Municipal Accountant. The audit, conforming to the Division of Local Government Services' "Requirements of Audit," includes recommendations for improvement of the local unit's financial procedures and must be filed with the Director (as defined herein) within six (6) months after the close of the fiscal year. A synopsis of the audit report, together with all recommendations made, must be published in a local newspaper within thirty (30) days of its completion.

The chief financial officer of every local unit must file annually with the Director a verified statement of financial condition of the local unit and all constituent boards, agencies and commissions.

The annual audit report is filed with the City Clerk and is available for review during business hours.

Debt Limits (N.J.S.A. 40A:2-6)

The authorized bonded indebtedness of a municipality in the State is limited by statute, subject to the exceptions noted below, to an amount equal to 3.50% of its equalized valuation basis. The equalized valuation basis of a municipality is set by statute as the average for the last three years of the equalized value of all taxable real property and improvements and certain class II railroad property within its boundaries as annually determined by the State Board of Taxation.

Certain categories of debt are permitted by statute to be deducted for purposes of computing the statutory debt limit.

On December 31, 2015, the City's percentage of statutory net debt was 2.26% and was comprised of the following:

	Gross Debt	Deductions	Net Debt
Municipal Purposes	$731,296,762	$280,413,125	$450,883,637
School Purposes	$43,775,245	$43,775,245	$0

Exceptions to Debt Limits - Extensions of Credit (N.J.S.A. 40A:2-7)

The debt limit of the City may be exceeded with the approval of the Local Finance Board, a State regulatory agency. If all or any part of a proposed debt authorization would exceed its debt limit, the City must apply to the Local Finance Board for an extension of credit. If the Local Finance Board determines that a proposed debt authorization would not materially impair the ability of the City to meet its obligations or to provide essential services, or makes other statutory determinations, approval may be granted. In addition to the aforesaid, debt in excess of the debt limit may be issued without the approval of the Local Finance Board to fund certain bonds for self-liquidating purposes and, in each fiscal year, in an amount not exceeding two-thirds of the amount budgeted in such fiscal year for the retirement of outstanding obligations (exclusive of obligations issued for utility or assessment purposes).

Short-Term Financing

The City may issue short term "bond anticipation notes" to temporarily finance a capital improvement or project in anticipation of the issuance of bonds if the bond ordinance or a subsequent resolution so provides. Bond anticipation notes, which are general obligations of the City, may be issued for a period not exceeding one (1) year. Generally, bond anticipation notes may not be outstanding for longer than ten (10) years. An additional period may be available following the tenth anniversary date equal to the period from the notes' maturity to the end of the tenth fiscal year in which the notes mature plus four (4) months in the next following fiscal year from the date of original issuance. Beginning in the third year, the amount of outstanding notes that may be renewed is decreased by the minimum amount required for the first year's principal payment of bonds in anticipation of which such notes are issued.

MUNICIPAL BUDGET

Pursuant to the Local Budget Law, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the "Local Budget Law"), the City is required to have a balanced budget in which debt service is included in full for each fiscal year.

The Local Budget Law (N.J.S.A. 40A:4-1 et seq.)

The foundation of the New Jersey local finance system is the annual cash basis budget. The City must adopt an operating budget in the form required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"). Items of revenue and appropriation are regulated by law and must be certified by the Director prior to final adoption of the budget. The Local Budget Law requires each local unit to appropriate sufficient funds for payment of current debt service and the Director of the Division (the "Director") is required to review the adequacy of such appropriations, among others, for certification.

The Director has no authority over individual operating appropriations, unless a specific amount is required by law, but the review functions focusing on anticipated revenues serve to protect the solvency of all local units. Local budgets, by law and regulation, must be in balance on a "cash basis". No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval thereof (N.J.S.A. 40A:4-10).

The principal sources of City revenues are real estate taxes, State Aid, Federal Aid and miscellaneous revenues.

In any year, the municipality may authorize, by resolution, the issuance of tax anticipation notes which may be issued in anticipation of the collection of taxes for such year. Tax anticipation notes are limited in amount by law and must be paid off in full by a municipality within one hundred twenty (120) days after the close of the fiscal year.

Real Estate Taxes

The general principle that revenue cannot be anticipated in a budget in excess of that realized in the preceding year applies to property taxes. N.J.S.A. 40A:4-29 delineates anticipation of delinquent tax collections: "The maximum which may be anticipated is the sum produced by the multiplication of the amount of delinquent taxes unpaid and owing to the local unit on the first day of the current fiscal year by the percentage of collection of delinquent taxes for the year immediately preceding the current fiscal year."

Section 41 of the Local Budget Law provides with regard to current taxes that: "Receipts from the collection of taxes levied or to be levied in the municipality, or in the case of a county for general county purposes and payable in the fiscal year, shall be anticipated in an amount which is not in excess of the percentage of taxes levied and payable during the next preceding fiscal year which was received in cash by the last day of such preceding fiscal year."

The provision requires that an additional amount (the "reserve for uncollected taxes") be added to the tax levy required to balance the budget so that when the percentage of the prior year's tax collection is applied to the combined total, the product will at least be equal to the tax levy required to balance the budget. The reserve requirement is calculated as follows:

$$\frac{\text{Cash Required from Taxes to Support Local Municipal Budget and Other Taxes}}{\text{Prior Year's Percentage of Current Tax Collection (or Lesser \%)}} = \text{Amount to be Raised by Taxation}$$

Miscellaneous Revenues

Section 26 of the Local Budget Law provides: "no miscellaneous revenues from any source shall be included as an anticipated revenue in the budget in an amount in excess of the amount actually realized in cash from the same source during the preceding fiscal year, unless the Director shall determine upon application by the governing body that the facts clearly warrant the expectation that such excess amount will actually be realized in cash during the fiscal year and shall certify such determination, in writing, to the local unit." No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval thereof (N.J.S.A. 40A:4-10). The exception to this is the inclusion of categorical grants-in-aid contracts for their face amount with an offsetting appropriation. The fiscal years for such grants rarely coincide with the municipality's calendar fiscal year.

Limitations on Expenditures ("Cap Law") and Property Tax Levy Cap

N.J.S.A. 40A:4-45.3 places limits on municipal tax levies and expenditures. This law is commonly known as the "Cap Law" (the "Cap Law"). The Cap Law was amended and became effective on July 7, 2004. The Cap Law provides that the City shall limit any increase in its budget to 2.5% or the Cost-Of-Living Adjustment, whichever is less, of the previous year's final appropriations, subject to certain exceptions. The Cost-Of-Living Adjustment is defined as the rate of annual percentage increase, rounded to nearest half percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services produced by the United States Department of Commerce for the year preceding the current year as announced by the Director. However, in each year in which the Cost-Of-Living Adjustment is equal to or less than 2.5%, the City may, by ordinance approved by a majority vote of the full membership of the governing body, provide that the final appropriations of the City for such year be increased by a percentage rate that is greater than the Cost-Of-Living Adjustment, but not more

than 3.5% over the previous year's final appropriations. See N.J.S.A. 40A:4-45.14. In addition, N.J.S.A. 40A:4-45.15b restored "CAP" banking to the Local Budget Law. Municipalities are permitted to appropriate available "CAP Bank" in either of the next two (2) succeeding years' final appropriations. Along with the permitted increases for total general appropriations there are certain items that are allowed to increase outside the "CAP".

Additionally, P.L. 2010, c.44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number of adjustments. The exclusions from the limit include increases required to be raised for capital expenditures, including debt service, increases in pension contributions in excess of two percent (2%), certain increases in health care costs in excess of two percent (2%), and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above two percent (2%) not otherwise permitted under the law by an affirmative vote in excess of fifty percent (50%).

The Division has advised that counties and municipalities must comply with both the budget Cap Law and the tax levy limitation. Neither the tax levy limitation nor the Cap Law, however, limits the obligation of the City to levy *ad valorem* taxes upon all taxable property within the boundaries of the City to pay debt service on bonds and notes.

Deferral of Current Expenses

Supplemental appropriations made after the adoption of the budget and determination of the tax rate may be authorized by the governing body of a local unit, including the City, but only to meet unforeseen circumstances, to protect or promote public health, safety, morals or welfare, or to provide temporary housing or public assistance prior to the next succeeding fiscal year. However, with certain exceptions described below, such appropriations must be included in full as a deferred charge in the following year's budget. Any emergency appropriation must be declared by resolution according to the definition provided in N.J.S.A. 40A:4-48, and approved by at least two-thirds of the full membership of the governing body and shall be filed with the Director. If such emergency appropriations exceed three percent (3%) of the adopted operating budget, consent of the Director is required. N.J.S.A. 40A:4-49.

The exceptions are certain enumerated quasi-capital projects ("special emergencies") such as (i) the repair and reconstruction of streets, roads or bridges damaged by snow, ice, frost, or floods, which may be amortized over three (3) years, and (ii) the repair and reconstruction of streets, roads, bridges or other public property damaged by flood or hurricane, where such expense was unforeseen at the time of budget adoption, the repair and reconstruction of private property damaged by flood or hurricane, tax map preparation, reevaluation programs, revision and codification of ordinances, master plan preparations, drainage map preparation for flood control purposes, studies and planning associated with the construction and installation of sanitary sewers, authorized expenses of a consolidated commission, contractually required severance liabilities resulting from the layoff or retirement of employees and the preparation of sanitary and storm system maps, all of which projects set forth in this section (ii) may be amortized over five (5) years. N.J.S.A. 40A:4-53, -54, -55, -55.1. Emergency appropriations for capital projects may be financed through the adoption of a bond ordinance and amortized over the useful life of the project as described above.

Budget Transfers

Budget transfers provide a degree of flexibility and afford a control mechanism. Pursuant to N.J.S.A. 40A:4-58, transfers between major appropriation accounts are prohibited until the last two (2) months of the municipality's fiscal year. Appropriation reserves may be transferred during the first three (3) months of the current fiscal year to the previous fiscal year's budget. N.J.S.A. 40A:4-59. Both types of transfers require a two-thirds vote of the full membership of the governing body. Although sub-accounts within an appropriation are not subject to the same year-end transfer restriction, they are subject to internal review and approval. Generally,

transfers cannot be made from the down payment account, the capital improvement fund, contingent expenses or from other sources as provided in the statute.

Fiscal Year

In 2010, the City changed its fiscal year from a June 30th year end to a December 31st year end. The City adopted a transition year budget for the period July 1, 2010 through December 31, 2010 and introduced a full calendar year budget for the period commencing January 1, 2011 and in each calendar year thereafter.

Budget Process

Primary responsibility for the City's budget process lies with the City Council. As prescribed by the Local Budget Law, adoption should occur by the end of March; however, extensions may be granted by the Division to any local governmental unit. In the first quarter in which the budget formulation is taking place, the City operates under a temporary budget which may not exceed 26.25% of the previous fiscal year's adopted budget. In addition to the temporary budget, the City may approve emergency temporary appropriations for any purpose for which appropriations may lawfully be made.

TAX INFORMATION ON THE CITY

Property valuations (assessments) are determined on true values as arrived at by the cost approach, market data approach and capitalization of net income (where applicable). Current assessments are the result of maintaining new assessments on a "like" basis with established comparable properties for newly assessed or purchased properties resulting in a decline of the assessment ratio to true value to its present level. This method assures equitable treatment to like property owners. Because of the escalation of property resale values, annual adjustments could not keep pace with the rising values.

Upon the filing of certified adopted budgets by the City, the school district and the County, the tax rate is struck by the County Board of Taxation based on the certified amounts in each of the taxing districts for collection to fund the budgets. The statutory provisions for the assessment of property, levying of taxes and the collection thereof are set forth in N.J.S.A. 54:4-1 et seq. Special taxing districts are permitted in New Jersey for various special services rendered to the properties located within the special district.

For calendar year municipalities, tax bills are generally sent in June of the current fiscal year. Taxes are payable in four quarterly installments on February 1, May 1, August 1 and November 1. The August and November tax bills are determined as the full tax levied for municipal, school district or county purposes for the current municipal fiscal year, less the amount charged as the February and May installments for municipal, school district or county purposes in the current fiscal year. The amounts due for the February and May installments are determined as by the municipal governing body as either one-quarter or one-half of the full tax levied for municipal, school district or county purposes for the preceding fiscal year.

Tax installments not paid on or before the due date are subject to interest penalties of eight percent (8%) on the first $1,500 of the delinquency and, then eighteen percent (18%) per annum on any amount in excess of $1,500. A penalty of up to six percent (6%) of the delinquency in excess of $10,000 may be imposed on a taxpayer who fails to pay that delinquency prior to the end of the tax year in which the taxes become delinquent. Delinquent taxes open for one year or more are annually included in a tax sale in accordance with State Statutes. Tax title liens are periodically assigned to the Corporation Counsel (as defined herein) for in rem foreclosures in order to acquire title to these properties.

The provisions of Chapter 99 of the Laws of New Jersey of 1997 allow a municipality to sell its total property tax levy to the highest bidder either by public sale with sealed bids or by public auction. The purchaser shall pay the total property tax levy bid amount in quarterly installments or in one annual installment. Property taxes will continue to be collected by the municipal tax collector and the purchaser will receive as a credit against his payment obligation the amount of taxes paid to the tax collector. The purchaser is required to secure his payment obligation to the municipality by an irrevocable letter of credit or surety bond. The purchaser is entitled

to receive, all delinquent taxes and other municipal charges owing, due and payable upon collection by the tax collector. The statute sets forth bidding procedures, minimum bidding terms and requires the review and approval of the sale by the Division.

Tax Appeals

New Jersey Statutes provide a taxpayer with remedial procedures for appealing an assessed valuation that the taxpayer deems excessive. The taxpayer has a right to file a petition on or before the 1st day of April (1st day of May in a revaluation year) of the current tax year for its review. The County Board of Taxation and the Tax Court of New Jersey have the authority after a hearing to increase, decrease or reject the appeal petition. Adjustments by the County Board of Taxation are usually concluded within the current tax year and reductions are shown as cancelled or remitted taxes for that year. If the taxpayer believes the decision of the County Board of Taxation to be incorrect, appeal of the decision may be made to the Tax Court of New Jersey. State tax court appeals tend to take several years to conclude by settlement or trial and any losses in tax collection from prior years, after an unsuccessful trial or by settlement, are charged directly to operations.

DEBT INFORMATION ON THE CITY

Debt Statements

The City must report all new authorizations of debt or changes in previously authorized debt to the Division. The Supplemental Debt Statement, as this report is known, must be submitted to the Division before final passage of any debt authorization. Before January 31 of each year, the City must file an Annual Debt Statement with the Division. This report is made under oath and states the authorized, issued and unissued debt of the City as of the previous December 31. Through the Annual and Supplemental Debt Statements, the Division monitors all local borrowing.

TAX MATTERS

In the opinion of Bond Counsel, assuming continuing compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") applicable to the Notes and subject to certain provisions of the Code which are described below, under laws, regulations, rulings and judicial decisions existing on the date of the original delivery of the Notes, interest received by a holder of the Notes will be excludable from gross income for federal income tax purposes, and will not be treated as a tax preference item for purposes under Section 57 of the Code for individuals or corporations. Interest on the Notes is included in the adjusted current earnings of corporations for the purposes of computing the alternative minimum alternative tax on such corporations.

The Code contains a number of provisions that apply to the Notes, including restrictions relating to the use or investment of the proceeds of the Notes (or facilities financed by such proceeds) and the payment of certain arbitrage earnings in excess of the "yield" on the Notes to the Treasury of the United States. Non-compliance with such provisions may result in interest on the Notes not being excludable from gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The City has covenanted to comply with these requirements.

Section 265(b) of the Code generally denies to financial institutions any deduction for that portion of interest expense incurred to purchase or carry certain tax-exempt obligations. An exception is provided certain small issuers who designate the obligations as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code and, provided certain conditions are met, for obligations the proceeds of which refund obligations which were designated as qualified tax-exempt obligations. Such obligations will be subject to a reduced disallowance rule. The Notes will NOT be designated by the City as qualified tax exempt obligations under Section 265(b) of the Code.

Ownership of tax-exempt obligations may also result in collateral federal income tax consequences to certain taxpayers including, without limitation, certain foreign corporations doing business in the United States,

certain S corporations with excess passive income, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations.

From time to time, there are legislative proposals in Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Notes. Various legislative proposals have been submitted to Congress, which if enacted, would limit for certain individual taxpayers the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. If enacted into law, such proposals may cause interest on the Notes to be subject, directly or indirectly, to federal income taxation or otherwise prevent owners of the Notes from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for, or marketability of, the Notes. No prediction is made whether these provisions will be enacted as proposed or concerning other future legislation which if passed might have the effect on the tax treatment of interest on the Notes. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation. Bond Counsel will render its opinion as of the issue date, and will assume no obligation to update its opinions after the issue date to reflect any future facts or circumstances, or any future changes in law or interpretation, or otherwise. Moreover, the opinions of Bond Counsel are only opinions and not a warranty or guaranty of the matters discussed. The City has no obligation to provide updated information concerning pending or future legislation. Each purchaser of the Notes should consult his or her own tax advisor regarding any pending or proposed federal tax legislation.

In addition, the Internal Revenue Service ("IRS") has established an expanded audit program for tax-exempt obligations. There can be no assurance that an audit initiated or concluded by the IRS after the issue date of the Notes involving either the Notes or other tax-exempt obligations will not have an adverse effect on the tax-exempt status or market price of the Notes.

In addition, prospective purchasers of the Notes should be aware that Section 6049 of the Code provides that interest paid on tax-exempt obligations will be subject to information reporting in a manner similar to interest paid on taxable obligations. The provision is effective for interest paid on tax-exempt obligations after December 31, 2005, regardless of when the tax exempt obligations were issued. Pursuant to Notice 2006-93, backup withholding will be required if the bondholder fails to provide a tax identification number. The reporting requirement does not in and of itself affect or alter the excludability of such interest from gross income for federal tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

State Taxation

Bond Counsel is of the opinion, based upon existing statutes and judicial decisions, that interest on the Notes and net gains from the sale of the Notes is not included as gross income under the New Jersey Gross Income Tax Act. Potential purchasers of the Notes should consult with their tax advisors.

THE FOREGOING IS NOT INTENDED AS AN EXHAUSTIVE RECITAL OF THE POTENTIAL TAX CONSEQUENCES OF HOLDING THE NOTES. PROSPECTIVE PURCHASERS OF THE NOTES SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE NOTES.

LITIGATION

To the knowledge of the City's Corporation Counsel, Jeremy Farrell, Esq. (the "Corporation Counsel"), there is no litigation of any nature now pending or threatened, restraining or enjoining the issuance or the delivery of the Notes, or the levy or the collection of taxes to pay the principal of or the interest on the Notes, or in any manner questioning the authority or the proceedings for the issuance of the Notes or for the levy or the collection of taxes to pay the principal of or the interest on the Notes, or contesting the corporate existence or the boundaries of the City or the title of any of the present officers. Moreover, to the knowledge of the Corporation Counsel, except as set forth in Appendix A under the section entitled "Pending Litigation", no litigation is presently pending or threatened that, in the opinion of the Corporation Counsel, would have a material adverse impact on the financial

condition of the City if adversely decided. A certificate or opinion to such effect will be executed by the Corporation Counsel and delivered to the Underwriters at the closing.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters incident to the authorization, the issuance, the sale and the delivery of the Notes are subject to the approval of GluckWalrath LLP, Trenton, New Jersey, Bond Counsel to the City, whose approving legal opinion will be delivered with the Notes substantially in the form set forth in Appendix C hereto. Certain legal matters will be passed on for the City by its Corporation Counsel.

MUNICIPAL BANKRUPTCY

The undertakings of the City should be considered with reference to 11 U.S.C. § 101 et seq., as amended and supplemented (the "Bankruptcy Code"), and other bankruptcy laws affecting creditors' rights and municipalities in general. The Bankruptcy Code permits the State or any political subdivision, public agency, or instrumentality that is insolvent or unable to meet its debts to commence a voluntary bankruptcy case by filing a petition with a bankruptcy court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of petitioner's creditors; provides that a petition filed under this chapter shall operate as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; grants priority to certain debts owed; and provides that the plan must be accepted in writing by or on behalf of creditors holding at least two-thirds in amount and more than one half in number of the allowed claims of at least one (1) impaired class. The Bankruptcy Code specifically does not limit or impair the power of a state to control by legislation or otherwise, the procedures that a municipality must follow in order to take advantage of the provisions of the Bankruptcy Code.

The Bankruptcy Code provides that special revenue acquired by the debtor after the commencement of the case shall remain subject to any lien resulting from any security agreement entered into by such debtor before the commencement of such bankruptcy case. However, special revenues acquired by the debtor after commencement of the case shall continue to be available to pay debt service secured by those revenues. Furthermore, the Bankruptcy Code provides that a transfer of property of a debtor to or for the benefit of any holder of a bond or note, on account of such bond or note, may not be avoided pursuant to certain preferential transfer provisions set forth in such code.

Reference should also be made to N.J.S.A. 52:27-40 et seq., which provides that a local unit, including the City, has the power to file a petition in bankruptcy with any United States court or court in bankruptcy under the provisions of the Bankruptcy Code, for the purpose of effecting a plan of readjustment of its debts or for the composition of its debts; provided, however, the approval of the Local Finance Board, as successor to the Municipal Finance Commission, must be obtained.

The City has not authorized the filing of a bankruptcy petition. This reference to the Bankruptcy Code or the State statute should not create any implication that the City expects to utilize the benefits of their provisions, or that if utilized, such action would be approved by the Local Finance Board, or that any proposed plan would include a dilution of the source of payment of and security for the Notes, or that the Bankruptcy Code could not be amended after the date hereof.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders and noteholders to provide certain financial information and operating data on the City and to comply with the provisions of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, and as detailed in Continuing Disclosure Certificate (the "Certificate") to be executed on behalf of the City by its Chief Financial Officer, in the forms appearing in Appendix D hereto, such Certificate to be delivered concurrently with the delivery of the Notes. These covenants are being made by the City to assist the purchasers of the Notes in complying with the Rule.

The City has previously failed to file, in a timely manner, its Annual Reports in accordance with the Rule for the calendar years ended December 31, 2011, 2012 and 2013. Generally, the City had previously filed, in a timely manner, the required audited financial statements, but did not timely file all required operating data for the periods referenced above. Additionally, the City had failed to file, in a timely manner, certain material event notices relating to rating changes of the City, the Municipal Qualified Bond Act, the School Qualified Bond Act, the School Bond Reserve Act and various bond insurance companies. Such notices were filed on November 13, 2014. Further, the City recently determined that it inadvertently failed to comply with prior undertakings to provide its Annual Report for the calendar years ended December 31, 2013 and December 31, 2014 with respect to bonds issued by the Jersey City Municipal Utilities Authority (the "JCMUA Undertaking"). However, portions of such Annual Reports were filed with the Municipal Securities Rulemaking Board (the "MSRB") with respect to the City's bonds. The City has since corrected this oversight by linking the required Annual Reports to the JCMUA Undertaking. The City has implemented certain procedures to file its Annual Reports on a more consistent and timely basis in future years. The City's implementation of procedures to file its Annual Reports also includes the continued utilization of Digital Assurance Certification, LLC (DAC) to assist with the City's disclosure requirements.

LEGALITY FOR INVESTMENT

The State and all public officers, municipalities, counties, political subdivisions and public bodies, and agencies thereof, all banks, bankers, trust companies, savings and loan associations, savings banks and institutions, building and loan associations, investment companies, and other persons carrying on banking business, all insurance companies, and all executors, administrators, guardians, trustees, and other fiduciaries may legally invest any sinking funds, moneys or other funds belonging to them or within their control in any bonds of the City, including the Notes, and such Notes are authorized security for any and all public deposits.

FINANCIAL ADVISOR

NW Financial Group, LLC, Hoboken, New Jersey has served as Financial Advisor to the City with respect to the issuance of the Notes (the "Financial Advisor"). The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement and the Appendices hereto. The Financial Advisor is an independent firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

UNDERWRITING

The Notes are being purchased by _____ (the "Underwriter") at an aggregate price of $_____. The Notes are being reoffered to the public at a price of $_____. The Underwriter is obligated to purchase all of the Notes if any Notes are purchased.

The initial public offering yields of the Notes set forth on the cover and the inside cover page may be changed without notice by the Underwriters. The Underwriters may offer and sell the Notes to certain dealers (including dealers depositing Notes into investment trusts, certain of which may be sponsored or managed by the Underwriters) and others at yields higher than the offering yields set forth on the inside cover page hereof.

RATING

The City has requested that the Notes be rated by and has furnished information to S&P Global Ratings, a business of Standard & Poor's Financial Services LLC ("S&P") including information that may not be included in this Official Statement. S&P has assigned a rating of "____" to the Notes.

An explanation of the significance of such rating may be obtained only from S&P. The rating reflects only the views of S&P. Generally, rating agencies base their ratings upon information and materials provided to

them and upon investigations, studies and assumptions by the particular rating agency. There can be no assurance that the rating will be maintained for any given period of time or that any rating may not be lowered or withdrawn entirely, if in S&P judgment, circumstances so warrant. Such action, any downward change in, or withdrawal of any such rating, may have an adverse effect on the market price of the Notes. The City has not undertaken any responsibility after the issuance of the Notes to assure maintenance of the ratings or to oppose any such revision or withdrawal.

CLOSING CERTIFICATES

Upon the delivery of the Notes, the Underwriters will be furnished with the following items: (i) a Certificate executed by the Business Administrator and the Chief Financial Officer of the City (or officers otherwise titled serving in equivalent capacities) to the effect that as of the date of this Official Statement and at all times subsequent thereto, up to and including the time of the delivery of the Notes, this Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading, and further stating that there has been no adverse material change in the financial condition of the City since the date of this Official Statement to the date of issuance of the Notes, as appropriate, and having attached thereto a copy of this Official Statement, (ii) a Certificate signed by an officer of the City evidencing payment for the Notes, (iii) a Certificate signed by the Mayor, Business Administrator, Chief Financial Officer and City Clerk evidencing the due execution of the Notes, including statements that (a) no litigation of any nature is pending or, to the knowledge of the signers, threatened, restraining or enjoining the issuance and delivery of the Notes, or the levy and collection of taxes to pay the principal of and interest thereon, nor in any manner questioning the proceedings and authority under which the Notes were authorized or affecting the validity of the Notes thereunder, (b) neither the corporate existence or boundaries of the City nor the title of the signers to their respective offices is being contested, and (c) no authority or proceedings for the issuance of the Notes have been repealed, revoked or rescinded, (iv) the Continuing Disclosure Certificate; and (v) a Non-Arbitrage Certificate, each executed by the Chief Financial Officer.

PREPARATION OF OFFICIAL STATEMENT

The firm of Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, Certified Public Accountants and Registered Municipal Accountants, assisted in the preparation of information contained in this Official Statement, and takes responsibility for the financial statements to the extent specified in the Independent Auditors' Report.

All information has been obtained from sources which Donohue, Gironda, Doria & Tomkins, LLC, considers to be reliable but it makes no warranty, guarantee or other representation with respect to the accuracy and completeness of such information.

NW Financial Group, LLC has not participated in the preparation of the financial or statistical information in this Official Statement, nor has it verified the accuracy, completeness or fairness thereof and, accordingly, expresses no opinion with respect thereto.

GluckWalrath LLP has not participated in the preparation of the financial or statistical information in this Official Statement, nor has it verified the accuracy, completeness or fairness thereof and, accordingly, expresses no opinion with respect thereto.

FINANCIAL STATEMENTS

The comparative balance sheets – regulatory basis of the various funds of the City as of and for the years ended December 31, 2015 and 2014, and the related comparative statement of operations and changes in fund balance – regulatory basis, statement of revenues – regulatory basis and statement of appropriations – regulatory basis, of the Current Fund, and the related statement of changes in Fund Balance – regulatory basis, of the General Capital Fund, for the years then ended, together with the related Notes to the Financial Statements for the years

then ended, are presented in Appendix B to the Official Statement. The financial statements referred to above have been audited by Donohue, Gironda, Doria & Tomkins, LLC, Bayonne, New Jersey, independent auditor, as stated in its report appearing in Appendix B.

ADDITIONAL INFORMATION

Inquiries regarding this Official Statement, including requests for information additional to that contained herein, may be directed to Donna L. Mauer, CMFO, Chief Financial Officer, City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, (201) 547-5042.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or holders of any of the Notes. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there have been no changes in the affairs in the City since the date thereof. The information contained in this Official Statement is not guaranteed as to accuracy or completeness.

This Official Statement has been duly approved, executed and delivered by the City.

THE CITY OF JERSEY CITY

By:_____
Robert J. Kakoleski, Business Administrator

By:_____
Donna Mauer, Chief Financial Officer

Dated: December __, 2016

APPENDIX A

CERTAIN INFORMATION REGARDING THE CITY OF JERSEY CITY

THE CITY OF JERSEY CITY

The legislative power of the City of Jersey City (the "City") is vested in the Municipal Council (the "Council"), which is composed of nine members, six of whom are elected from the City's six wards and three of whom are elected at large. The Council meets regularly and operates in accordance with the Optional Municipal Form of Government, Section 40:69A-1 *et seq.*, of the New Jersey statutes. The Council members serve four-year terms beginning on the first day of July following their election. Their current term commenced July 1, 2013. The current members of the Council, their titles and the date they first took office are shown on the following table:

MUNICIPAL COUNCIL

Name	Title	Date First In Office
Rolando R. Lavarro	Council President	November 14, 2011
Daniel Rivera	Councilman-at-Large	July 1, 2013
Joyce Watterman	Councilwoman-at-Large	July 1, 2013
Frank Gajewski	Ward A Councilman	July 1, 2013
John J. Hallanan III	Ward B Councilman	June 2, 2016
Richard Boggiano	Ward C Councilman	July 1, 2013
Michael Yun	Ward D Councilman	July 1, 2013
Candice Osborne	Ward E Councilwoman	July 1, 2013
Diane Coleman	Ward F Councilwoman	November 28, 2012

On January 12, 2016, the Municipal Council adopted an ordinance authorizing a binding referendum on the question of amending the City's charter to provide for the holding of its municipal elections on the same dates as the November general elections. The voters approved such referendum at the November 8, 2016 general election. Accordingly, the next election for Mayor and Council will take place in November 2017 and the current terms of office will be extended from June 30, 2017 to December 31, 2017, with the new four-year terms beginning on January 1, 2018.

The executive power of the City is exercised by the Mayor, who is responsible for administering the charter and ordinances and general laws of the City. The Mayor is responsible for preparing and administering the City's annual expense and capital budgets. The Mayor supervises all of the departments in the City and reports annually to the Council and the public the results of the previous year's operations. The Mayor has the power to approve ordinances adopted by the Council or to return them to the Council with a statement of his objections. A vote by two-thirds of the members of the Council may override the Mayor's veto. The Mayor may attend meetings of the Council and may take part in discussions. The Mayor has no vote in the proceedings of the Council except to fill a vacancy in the Council, in which case he may cast the deciding vote. The Mayor appoints the Business Administrator and the Directors of nine City departments with the advice and consent of the Council. In the event that the Mayor is unable to fulfill his responsibilities under the applicable provisions of the New Jersey Statutes and the Jersey City Charter, the Council is required to appoint a Mayor to serve until the next election. There are no term limits for the office of Mayor or for any Council member.

Administration

Following are biographical sketches of the City officials with responsibility for financial management:

STEVEN M. FULOP, Mayor

Steven Michael Fulop, a democrat, is the 49th and current Mayor of Jersey City, New Jersey. He is the youngest mayor in the country of a city with a population larger than 250,000. Mayor Fulop was elected Mayor on May 14, 2013, defeating a three term incumbent mayor and the political establishment. Prior to serving as Mayor, Steven Fulop served as the Ward E Councilman of the City for eight years.

A first generation American, Mayor Fulop grew up in an immigrant family in Edison, New Jersey. His father owned a delicatessen in Newark, where Mayor Fulop often worked. His mother, the daughter of Holocaust survivors, worked in an immigration services office helping others gain citizenship.

Mayor Fulop graduated from Binghamton University in 1999, and in 2006 completed both his Masters in Business Administration at the New York University Stern School of Business and his Masters in Public Administration at Columbia University School of International and Public Affairs (SIPA). While attending Binghamton University, he spent time abroad studying at Oxford University in England.

Upon graduating from college, Mayor Fulop joined Goldman Sachs. After working in financial services for several years and seeing first hand the effects of the September 11 attacks, he decided to put his career at Goldman Sachs on hold and join the United States Marine Corps. Shortly after completion of Marine Corps boot camp on January 14, 2003, Mayor Fulop was deployed to Iraq, where he served as part of the 6th Engineer Support Battalion. He and his unit were recipients of numerous awards and recognition for service including the Overseas Service Ribbon, Meritorious Masts, and the Presidential Unit Citation.

Currently, Mayor Fulop is a trustee of the Liberty Science Center, and previously served on the Board of Directors for the Columbia University Alumni Association and the board for the Learning Community Charter School. He is an avid tri-athlete completing the 2012 NY Ironman Championship in less than 12 hours.

ROBERT J. KAKOLESKI, Business Administrator

Robert J. Kakoleski was named Acting Director of the Department of Administration on August 1, 2013. Mr. Kakoleski received a Masters of Public Administration degree in 2002 from Fairleigh Dickinson University. He also earned his bachelor's degree from Rutgers University. Mr. Kakoleski worked for more than 16 years as the Jersey City Police Department's fiscal officer, deputy director and department director. He became Assistant Business Administrator for the City in 2004 and named the City's budget director in 2010. Mr. Kakoleski is also a New Jersey Certified Municipal Finance Officer and he has completed a certification program in labor relations at Rutgers University. On March 26, 2014, the Mayor appointed Mr. Kakoleski as Business Administrator of the City.

MARK ALBIEZ, Mayor's Chief of Staff

Mark Albiez began his career in public service in 2003 as Program Coordinator with the Jersey City Department of Recreation, where he was responsible for overseeing various recreational programs and grant writing for the department.

In 2008, Mr. Albiez was named the Chief of Staff to New Jersey Assemblyman Ruben Ramos, Jr. (January of 2008 – December of 2011) then began working for State Senator Brian P. Stack (January of 2009 – July of 2014) in the same role, directing the daily functions of both offices, which operated in a joint capacity, focusing on constituent services, drafting of legislation, legislative processes, and interaction with government offices, public agencies and members of the media. Mr. Albiez was then employed as Deputy Director of the Union City Department of Recreation, Parks and Public Property (January of 2012 – July of 2014), advancing the creation and refurbishment of parks and recreational facilities and securing funding streams for respective projects.

Mr. Albiez joined the administration of Jersey City Mayor Steven Fulop in July of 2014 and was appointed as Chief of Staff. Mr. Albiez earned a degree in Bachelor of Arts in Philosophy from Rutgers University, New Brunswick.

JEREMY A. FARRELL, ESQ., Corporation Counsel

On July 1, 2013, Jeremy A. Farrell was appointed Corporation Counsel for the City. Mr. Farrell heads the Department of Law, which represents the City in all legal matters and advises the Mayor and City Council on policy initiatives.

Mr. Farrell is a 2003 graduate of McGill University where he received a Bachelor of Arts degree in Political Science and International Development. He received his Juris Doctorate from Seton Hall University

School of Law in 2007. While attending Seton Hall Law School, Mr. Farrell was a Chancellor Scholar and Distinguished Scholar. He also served as a member of the Seton Hall Sports and Entertainment Law Journal and a Student Bar Association Senator.

Upon graduating from law school in 2007, Mr. Farrell joined McElroy, Deutsch, Mulvaney & Carpenter, LLP ("McElroy"), one of New Jersey's prominent law firms. In 2008, he left McElroy to serve as Judicial Law Clerk to the Honorable Dennis M. Cavanaugh, United States District Judge for the District of New Jersey. He returned to the firm in the fall of 2009. At McElroy, Mr. Farrell practiced Commercial Litigation, Municipal Law, Condemnation Law, Construction Litigation, and Bankruptcy.

ANTHONY CRUZ, Director of Housing, Economic Development and Commerce

Mr. Cruz worked for a planning and designing firm, SAM Inc., in the mid 1980's and left the firm to start a career in government in 1992. That year he was appointed by the Hudson County Executive as the Director of Constituent Services for the County of Hudson where he was responsible for building partnerships with non-profit organizations. In 2000, Mr. Cruz became a Special Projects Manager for United States Senator Jon Corzine where he worked on Police/ Fire Grants and Environmental issues. He left the State to become a Senior Advisor and Deputy Mayor under the late Mayor Glenn D. Cunningham. Mr. Cruz was also responsible for running a state funded program that helped homeowners rehabilitate their homes and started the largest Special Improvement District in the City. On March 26, 2014, Mr. Cruz was appointed Director of Housing, Economic Development and Commerce.

DONNA MAUER, Chief Financial Officer

Donna Mauer holds a B.S. in Business Administration from New Jersey City University and a Masters of Public Administration from Fairleigh Dickinson University. She started employment with the Department of Finance of the City in 1987. Since that time, she held various positions, including Assistant Budget Officer. On December 14, 2005, Ms. Mauer was appointed Chief Financial Officer and reappointed on December 17, 2008 and acquired tenure in the position on January 1, 2009.

City Employees

As of December 31, 2015, the City had 2,729 employees. The following table shows a breakdown of the City's employees over the past five years:

CITY EMPLOYEES

	Permanent	Temporary	Grants/ Enterprise Fund	Water Utility	Total[1]
December 31, 2015	2,581	76	67	5	2,729
December 31, 2014	2,392	70	34	6	2,502
December 31, 2013	2,381	68	55	6	2,510
December 31, 2012	2,408	41	33	7	2,489
December 31, 2011	2,411	22	43	8	2,484

[1] Total does not include Seasonal Employees

Approximately 2,256 of the City's employees are represented by one of 9 different bargaining units. The New Jersey Public Employee Relations Act, as amended, specifies a negotiation and advisory fact finding process (civilian unions) or interest arbitration (uniformed service unions) in the event of a negotiations impasse. The major public employee unions of the City are set forth below with a description of each:

LOCAL 1064 represent approximately one hundred fifty six (156) fire officers in the rank of Captain, Battalion Chief and Deputy Chief. A new four (4) year collective bargaining agreement was reached in March 2013 for the period January 1, 2013 to December 31, 2016. The basic financial terms were as

follows: January 2013 – 0%; July 2013 – 2.5%; January 2014 2.15%; January 2015 – 2.25%; January 2016 – 1.95%.

LOCAL 1066 represent approximately four hundred and two (402) fire fighters. A new collective bargaining agreement was reached. The basic financial terms were January 1, 2016 – 1.95%, January 1, 2017 – 1.5%, April 1. 2018 – 1.5%; June 1, 2019 – 1.5%

THE POLICE SUPERIOR OFFICERS' ASSOCIATION represents approximately one hundred forty seven (147) Superior Officers in the rank of Sergeant, Lieutenant, Captain and Inspector. A new four (4) year collective bargaining agreement was reached in March 2013 for the period January 1, 2013 to December 31, 2016. The basic financial terms were as follows: January 2013 – 0%; July 2013 – 2.5%; January 2014 2.15%; January 2015 – 2.25%; January 2016 – 1.95%.

THE POLICE OFFICERS' BENEVOLENT ASSOCIATION represents approximately six hundred and forty eight (648) Police Officers and Detectives below the rank of Sergeant. A new four (4) year collective bargaining agreement was reached in March 2013 for the period January 1, 2013 to December 31, 2016. The basic financial terms were as follows: January 2013 – 0%; July 2013 – 2.5%; January 2014 2.3%; January 2015 – 2.25%; January 2016 – 1.95%. The contract also included the lowering of the starting salary for new hires and other significant reduction in benefits for additional cost savings.

JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION represents approximately two hundred (200) employees who tend the crosswalks near elementary schools in the City to safely assist children. A successor agreement was reached October 2013 for a four (4) year January 1, 2012 to December 31, 2015. The basic financial terms were as follows: January 2012 – 3.5%; January 2013 – 3.25%; January 2014 – 2.75%; January 2015 – 2.25%. Also, new crossing guard hires will no longer receive medical benefits. There are no changes to date. Negotiations have not yet begun.

JERSEY CITY SUPERVISORS' ASSOCIATION represents approximately eighty five (85) civilian Supervisors holding titles above the rank of "foreman", but below the level of Division Head. A new three and half year contract was ratified by the City Council May 2013. The agreement calls for the following salary increases: effective July 1, 2011 - $0; January 1, 2012 - $0; April 1, 2012 - $1,350; January 1, 2013 - $1,400 and January 1, 2014 - $1,500. Negotiations are currently ongoing.

JERSEY CITY PUBLIC EMPLOYEES, LOCAL 245, represents approximately one hundred thirty seven (137) foremen and their subordinates, in the Department of Public Works and the Department of Recreation. A new three and half year contract was ratified by the City Council May 2013. The agreement calls for the following salary increases: effective July 1, 2011 - $350; January 1, 2012 - $1,000; January 1, 2013 - $1,000 and January 1, 2014 - $1,000. Negotiations are currently ongoing.

JERSEY CITY PUBLIC EMPLOYEES, LOCAL 246, represents approximately four hundred eighty (480) employees who are subordinate to Supervisors in the Mayor's Office, the Department of Administration, the Department of Finance, the Department of Law, the Department of Health and Human Services, and the Department of Housing, Economic Development and Commerce, the Office of the City Clerk, the Office of the Tax Assessor, the Department of Fire (non-uniformed) and the Department of Public Safety (non-uniformed). A new three and half year contract was ratified by the City Council in May 2013. The agreement calls for the following salary increases: effective July 1, 2011 - $0; January 1, 2012 - $0; April 1, 2012 - $1,000; January 1, 2013 - $1,000 and January 1, 2014 - $1,250. Negotiations are currently ongoing.

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68-68A-68B, AFL-CIO represents three (3) employees holding titles of boiler operators or chief engineer. A new three and half year contract was ratified by the City Council May 2013. The agreement calls for the following salary increases: effective July 1, 2012 - $0; January 1, 2013 - $0; April 1, 2013 - $1,350; January 1, 2014 - $1,400 and January 1, 2015 - $1,500. There are no changes to date.

The Jersey City Public Schools

The public school system of the City, the second largest school district in the State, served a total enrollment of approximately 27,794 students for school fiscal year 2015-16. The system employs professional and non-professional personnel, including teacher's aides. The student population is provided with a comprehensive school program including college preparatory programs, vocational training and special education classes housed in regular elementary and secondary schools. In school fiscal year 2015-16, the school district had 4,624 full-time employees. The school system currently includes 25 elementary schools, four middle schools, eight high schools, one regional day, one adult education school and 40 childcare sites.

Since October 1989, the school system has been operated by the State of New Jersey pursuant to the New Jersey Public School Education Act of 1975, as amended, N.J.S.A. 18A:7A-1 *et seq.* The Commissioner of Education appointed a State Superintendent to manage the district.

The State-operated school district enabling legislation, N.J.S.A. 18A:7A-34 *et seq.*, makes provision for the City to provide moneys to the State-operated school district for the payment of operating expenditures. Chapter 139 of the Pamphlet Laws of 1991 provided a mechanism similar to the pre-existing one for the authorization and issuance of school promissory notes and school serial bonds by the City secured by the power and authority of the City to levy ad valorem real property taxes. The Capital Project Control Board of the City's Public Schools has the authority to review and recommend the necessity for capital projects proposed by the Superintendent. Following the adoption of a resolution by the Capital Project Control Board, the Municipal Council of the City shall consider a School bond ordinance. The State, by the takeover of the school system in the City, has not affected, modified or impaired the authority or the obligation of the City for the levy and collection of sufficient real property taxes to pay the interest and principal on outstanding school debt.

Related Authorities and Functions

Sewer services are provided to the City through the Jersey City Municipal Utilities Authority (the "JCMUA") and solid waste disposal is provided by the Jersey City Incinerator Authority (the "JCIA"). On December 10, 1997, the Jersey City Sewerage Authority was reorganized to form the JCMUA. On January 15, 1998, the City and the JCMUA executed a Franchise and Service Agreement pursuant to which the JCMUA assumed operation of the City's Water Utility until January 31, 2008. In May 2003, the City and the JCMUA executed an amended and restated franchise and service agreement pursuant to which the JCMUA's obligations to operate the City's Water Utility was extended through March 31, 2028. See "Jersey City Municipal Utilities Authority" and "The Jersey City Incinerator Authority" under "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations" herein.

City Budget Requirements - General

State law imposes specific budgetary procedures upon local government units such as the City. Pursuant to the Local Budget Law, the City is required to have an operating budget, which provides for sufficient cash collections to pay all debt service and operating costs during the fiscal year and, in addition, provide for any statutory and mandatory payments, such as pension and insurance costs, required to be made during the fiscal year.

The City's operating budget must be in the form required by the Division of Local Government Services in the Department of Community Affairs, State of New Jersey (the "Division"). Items of revenue and appropriation are statutorily regulated and must be certified by the Director of the Division (the "Director") prior to final adoption of the budget by the Council. The Director is required to review the adequacy of such appropriations for certification. The Director has no authority over individual operating appropriations, unless a specific amount is required by law, but the review, which focuses on anticipated revenues, is intended to insure revenues are sufficient to pay expenses.

The Business Administrator and Budget Director prepare the Municipal Budget of the City for the Mayor. During the month of November, all department heads are required to submit requests for appropriations for the next budget year and appear before the Business Administrator, the Budget Director and the Council at public hearings to explain their departmental requests. The Mayor then submits his recommended budget to the Council. The Council may reduce any item or items in the budget by a majority vote but may increase any item or items only upon an

affirmative vote of two-thirds of the members of the Council. After the budget is introduced, it may be approved on first reading by majority vote of the Council. After the Council approves the budget, it is submitted to the Director for approval and advertised. A public hearing is held. Upon completion of the public hearing, the budget is adopted by the Council and submitted to the Division for certification.

The City has transitioned from a State fiscal year to a calendar fiscal year. Under State law, the City is required to have a budget adopted by March 20, although the Director, with the approval of the Local Finance Board, may extend this date and the Municipal Council may adopt the budget within ten days after the Director shall have certified his approval thereof pursuant to N.J.S.A. 40A:4-5.1. For Calendar Year 2012, the budget was introduced on February 22, 2012 and adopted on July 31, 2012. For Calendar Year 2013, the budget was introduced on February 27, 2013 and adopted on July 17, 2013. For Calendar Year 2014, the budget was introduced on March 12, 2014 and adopted on September 23, 2014. For Calendar Year 2015, the budget was introduced on March 11, 2015 and adopted on July 28, 2015. For Calendar Year 2016, the budget was introduced on February 24, 2016 and adopted on July 20, 2016.

Prior to formal budget adoption, the City uses a temporary operating budget to guide expenditures. Temporary appropriations may be made pursuant to N.J.S.A. 40A:4-19.1 and, in addition, emergency temporary appropriations may be made pursuant to N.J.S.A. 40A:4-20. The City's budget for the first quarter of its calendar year (January 1 through March 31) is equal to one-fourth of the annual budget for the preceding calendar year. If a budget for a calendar year is not adopted by March 31, the City establishes periodic temporary budgets.

The monitoring of the budget is a continuous process, and encompasses financial controls in the areas of encumbrance of obligations and public contracts law. Under State law, expenditures cannot be made unless there is a certification as to availability of funds from the operating or capital budget. The budget is utilized throughout the operating year as a management tool and policy instrument representing the City's plan of action for the provision of services. Expenditures are monitored throughout the year and, two months before the end of the fiscal year, the budget may be amended to transfer expenditures from one line item to another. Emergency appropriations may be made to the extent revenues are insufficient to pay expenditures, with the amounts so appropriated raised in the succeeding fiscal year.

No local unit in New Jersey is permitted to issue long-term bonds for the payment of current expenses or to pay outstanding obligations (except for the refunding or repayment of successful real property tax appeals and certain statutorily authorized non-recurring expenses, which requires the approval of the Local Finance Board). Like other New Jersey municipalities, the City makes a major portion of its expenditures early in each year while receipts are heaviest late in the year. The City has managed this cash flow imbalance through temporary transfers from its capital and grant accounts, and restoring these funds by year end with the tax and State aid revenues received. A local unit may issue tax anticipation notes for the payment of current expenses under the Local Budget Law. The City has not issued tax anticipation notes since April 1991.

Public School Budgeting Process

Under the provisions of the New Jersey Public Education Act of 1975, as amended, the Superintendent of a State-operated school district, after preparation of and hearing on a proposed budget, is required to fix and determine the amount of money necessary to be appropriated for the school year and is required to certify the amounts to be raised by taxes. The City may appeal to the Commissioner of Education the amount determined necessary. The Commissioner, upon receipt of such appeal and completion of the hearing process, shall determine the amount necessary for the district to provide a thorough and efficient educational program including the implementation of the plan to correct deficiencies. The City may apply to the Director of the Division for a determination that the local share of revenues needed to support the district's budget results in an unreasonable tax burden. Based upon this review, the Director certifies the amount of revenues, which can be raised locally to support the budget of the State-operated district. Any difference between the amount which the Director certifies and the total amount of local revenues required by the budget approved by the Commissioner is paid by the State in the fiscal year in which the expenditures are made, subject to the availability of appropriations. The State supplemented the City's school tax revenues with $20,000,000 for the Fiscal Year 1999. Since Fiscal Year 2000, the State has not supplemented the City's school tax revenues.

Limitation on Expenditures

Section 40A:4-45.3 of the Local Budget Law, commonly known as the "Cap Law," as enacted provided that a municipality shall limit any increase in its operating budget to five percent or the calculated Index Rate, whichever is less, over the previous year's final appropriations, subject to certain exceptions. The Local Finance Board has the authority, under Section 40A:4-45.3 of the Local Budget Law, to grant additional exceptions to the Cap Law under certain circumstances. The Index Rate is defined as the annual percentage increase in the Implicit Price Deflator for State and Local Government Purchasers of Goods and Services produced by the United States Department of Commerce as announced by the Director. Municipalities may elect, upon adoption of an ordinance, to approve an increase in appropriations that is greater than the Index Rate, not to exceed five percent, when the Index Rate is less than five percent. Major exceptions not subject to the spending limitation include: capital expenditures and debt service; State and Federal appropriations; expenditures mandated as a consequence of certain public emergencies; certain expenditures mandated by law; cash deficits of the preceding year approved by the Local Finance Board; amounts required to be paid pursuant to any contract with respect to use, services or provision of any project, facility or public improvement for water, sewer, solid waste, parking, senior citizen housing or similar purpose, or payments on account of debt service therefor or lease payments as made with respect to a facility owned by a county improvement authority where such lease payments are a necessity to amortize debt of the authority; amounts expended to meet the standards established by the New Jersey Public Employees' Occupational Safety and Health Act; amounts appropriated for expenditures resulting from impact of a hazardous waste facility; any expenditure mandated as a result of a natural disaster, civil disturbance or other emergency that is specifically authorized pursuant to a declaration of an emergency by the President of the United States or by the Governor; expenditures for the cost of services mandated by any order of court, statute or administrative rule issued by a State agency which has identified such cost as mandated expenditures on certification to the Local Finance Board by the State agency; and amounts reserved for uncollected taxes. The "Cap Law" does not limit the obligation of the City to levy ad valorem taxes upon all taxable real property within the City to pay debt service.

On June 21, 2004, the Legislature enacted amendments to the "Cap Law", under which municipalities are required to limit any increase in its operating budget to 2.5% or the "cost-of-living adjustment" (formerly known as the "Index Rate"), whichever is less, over the previous year's final appropriations, subject to certain exceptions. Municipalities are permitted to elect, upon adoption of an ordinance, to approve an increase in appropriations that is greater than the cost-of-living adjustment, not to exceed 3.5%, when the cost-of-living adjustment is less than or equal to 2.5%. However, the amendment eliminates the existing option to exceed the current 5% increase, but not to exceed the Index Rate, when the Index Rate is greater than 5%. The amendment also eliminates certain of the exceptions to the spending limitation, including: amounts expended to meet the standards established by the New Jersey Public Employees' Occupational Safety and Health Act; amounts appropriated for expenditures resulting from the impact of a hazardous waste facility; amounts appropriated for the cost of administering a joint insurance fund; amounts appropriated for the cost of implementing an estimated tax billing system and the issuance of tax bills thereunder; and amounts expended to pay the salaries of police officers hired under the federal "Community Oriented Policing Services" program. The amendment also requires Local Finance Board approval to utilize existing exceptions for: expenditures of amounts actually realized in the local budget year from the sale of municipal assets; and expenditures related to the cost of conducting and implementing a total property tax levy sale. The exception for amounts expended for the staffing and operation of the municipal court was replaced with an exception for newly authorized operating appropriations for the municipal court or violations bureau when approved by the vicinage Presiding Judge of the Municipal Court after consultation with the mayor and governing body of the municipality.

The "Cap Law" is subject to frequent amendment by the Legislature. See "CITY REVENUES - Property Tax Reform" below.

Additionally, legislation constituting P.L. 2010, c. 44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number of adjustments. The exclusions from the limit include increases required for capital expenditures, including debt service, increases in pension contributions in excess of 2%, certain increases in health care over 2%, and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing

in its territory, to increase the amount to be raised by taxation, and voters may approve increases above 2% not otherwise permitted under the law by an affirmative vote in excess of 50%.

The Division has advised that counties and municipalities must comply with both budget "CAP" and the tax levy limitation. Neither the tax levy limitation nor the "CAP" law, however, limits the obligation of the City to levy ad valorem taxes upon all taxable property within the boundaries of the City to pay debt service on bonds and notes.

In accordance with the Local Budget Law, each local unit must adopt and may from time to time amend rules and regulations for capital budgets, which rules and regulations must require a statement of capital undertakings underway or projected for a period not greater than over the next ensuing six years as a general improvement program. The capital budget, when adopted, does not constitute the approval or appropriation of funds, but sets forth a plan of the possible capital expenditures, which the local unit may contemplate over the next six years. Expenditures for capital purposes may be made either by ordinances adopted by the governing body setting forth the items and the method of financing or from the annual operating budget if the terms were detailed.

Anticipation of Real Estate Taxes

With regard to current taxes, Section 40A:4-41 of the Local Budget Law provides that "receipts from the collection of taxes levied or to be levied in the municipality, or in the case of a county for general county purposes and payable in the fiscal year shall be anticipated in an amount which is not in excess of the percentage of taxes levied and payable during the next preceding fiscal year which was received in cash by the last day of the preceding fiscal year."

This provision requires that the City establish a non-spending appropriation reserve for uncollected taxes in the current year as a percentage of the current levy equal to the percent uncollected of the prior year's levy. This additional amount must be added to the tax levy required in order to balance the budget.

Section 40A:4-29 of the Local Budget Law sets limits on the anticipation of delinquent tax collections: "The maximum which may be anticipated is the sum produced by the multiplication of the amount of delinquent taxes unpaid and owing to the local unit on the first day of the current fiscal year by the percentage of collection of delinquent taxes for the year immediately preceding the current fiscal year."

The City school district and the County receive 100% of their tax levies, which are collected and paid to them by the City. As a result of the structure of the State's system of taxation, the City, along with other similarly situated municipalities, bears the full burden of the uncollected taxes.

Anticipation of Miscellaneous Revenues

Section 40A:4-26 of the Local Budget Law provides: "No miscellaneous revenues from any source shall be included as an anticipated revenue in the budget in an amount in excess of the amount actually realized in cash from the same source during the next preceding fiscal year, unless the Director shall determine upon application by the governing body that the facts clearly warrant the expectation that such excess amount will actually be realized in cash during the fiscal year and shall certify such determination, in writing, to the local unit."

Deferral of Current Expenses

Supplemental emergency appropriations may be authorized by the governing body of the City after the adoption of the budget and determination of the tax rate. However, with minor exceptions, such appropriations must be included in full in the following year's budget. Under Sections 40A:4-48 and 40A:4-49 of the Local Budget Law, any emergency appropriation must be declared by resolution according to the definition provided in Section 40A:4-46 of the Local Budget Law, approved by at least two-thirds of the governing body and must also be approved by the Director if all emergency appropriations made during the year exceeds 3% of the total current and utility operating appropriations in the budget for that year.

Protection of Municipal Funds and Investment Policy

The City complies with the State statutory and regulatory requirements for the deposit and investment of public monies. The City on a daily basis deposits cash receipts in institutions located in New Jersey which are approved by the State and are insured by the Federal Deposit Insurance Corporation or by other agencies of the United States (although the amount of the City's deposit may exceed the insurance coverage limits) or in the State of New Jersey Cash Management Fund. The Cash Management Fund, which was established in 1977, is a short-term investment pool for the State and its cities, towns and school districts. The investments held by the Cash Management Fund must have average maturities not exceeding one year. The types of investments are regulated by the State Investment Council. The regulations allow investment in repurchase agreements with the purchased securities held by a custodian. The regulations also permit reverse repurchase agreements; however, the proceeds are invested in the Cash Management Fund.

In addition to making deposits with the above described financial institutions, pursuant to N.J.S.A.40A:5-15.1, the City is permitted to purchase the following types of securities as investments:

1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (Treasury Bills, notes and bonds).

2) U.S. Government money market funds.

3) Any obligation that a Federal agency or a Federal instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependable on any index or other external factor.

4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located.

5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by The Department of Treasury, Division of Investments.

6) Local government investment pools, such as New Jersey Class, and the New Jersey Arbitrage Rebate Management Program.

7) Deposits with the State of New Jersey Cash Management Fund.

8) Repurchase agreements of fully collateralized securities, if:

   a) The underlying securities are permitted investments pursuant to N.J.S.A. 40A: 5-15.1;
   b) The custody of the collateral is transferred to a third party;
   c) The maturity of the agreement is not more than 30 days;
   d) The underlying securities are purchased through banks approved by the Department of Banking and Insurance under the Government Unit Depository Projection Act. ("GUDPA").
   e) A master repurchase agreement providing for the custody and security of the collateral is executed.

Compliance with the State statutes may not assure that the City's investments will have the liquidity, security or adequate deposit insurance to protect the City against all losses. For example, the relevant deposit statute, N.J.S.A.17:9-44, only requires public depository banks to maintain collateral for deposits of public funds exceeding insurance limits ($100,000) generally equal to five percent of the average daily balance of public funds. Additionally, the State has the power to require that all banks holding public funds contribute amounts sufficient to reimburse an eligible municipality if any bank holding public funds becomes insolvent. However, it is unclear how quickly other state-qualified depositories could act to reimburse an exposed municipality through the State supervised program which may result in limited liquidity and a shortage of cash for the City and other municipalities in the State. Furthermore, it is currently unclear whether the State of New Jersey Cash Management Fund could maintain sufficient liquidity during a period of economic stress if many municipalities including the City sought the immediate return of cash.

CITY INDEBTEDNESS AND DEBT LIMITS

State law regulates the issuance of debt by local government units. No local unit is permitted to issue bonds for the payment of current expenses or to pay outstanding obligations, except for, among certain other limited purposes, refunding purposes with the approval of the Local Finance Board. Like other New Jersey municipalities, the City makes a major portion of expenditures early in each year while receipts are heaviest late in the year. Historically, the City has managed this cash flow imbalance through temporary transfers from its capital and grant accounts and restores these funds with the tax and State aid revenues received by year-end. The City also has options, which it may exercise to reduce, defer or fund appropriations remaining at the end of a fiscal year for which insufficient cash is available. The Local Budget Law empowers the City to issue, but limits the amount of, tax anticipation notes ("TANs") that may be issued and requires the repayment of such notes within four months of the end of the fiscal year in which issued. The City has not issued TANs since April 1, 1991.

Debt Limits

State statutes set forth debt limits for counties and municipalities. The City's net debt is limited by the Local Bond Law to an amount equal to 3.50% of its average equalized valuation basis. The average equalized valuation basis of the City is set by statute as the average for the last three preceding years of the sum total of (a) the aggregate equalized valuation of real property together with improvements and (b) the assessed valuation of Class II railroad property within its boundaries as annually determined by the State Board of Taxation. See "CITY REVENUES – Equalization Rate and Tax Collection Rates" herein for a discussion of the City's assessed valuations. The debt limit pursuant to Title 18A of the New Jersey Statutes for the City school district, a Type I district of the first class, is 8% of such average valuation basis. Certain categories of debt are permitted by statute to be deducted for purposes of computing the statutory debt limit. Pursuant to law, the City has deducted the amount of authorized school debt.

Exception to Debt Limit - Extensions of Credit

The debt limit of the City may be exceeded only with the approval of the Local Finance Board. If all or any part of a proposed debt authorization would exceed its debt limit, the City must apply to the Local Finance Board for an extension of credit. An extension of credit may be granted based on a formula tied to the annual retirement of principal or need to protect the health, welfare or safety of the residents in a municipality. The Local Finance Board considers the request, concentrating its review on the effect of the proposed authorization on outstanding obligations. If the Local Finance Board determines pursuant to statute and regulation that a proposed debt authorization would materially impair the ability of the City to meet its obligations or to provide essential services, approval is denied.

In calendar years ending December 31, 2013, December 31, 2014 and December 31, 2015, total debt as a percentage of the equalized value of the City was 2.60%, 2.59% and 2.26%, respectively.

State law permits the City school district acting through the Municipal Council to authorize debt in excess of its individual debt limit. It does so by using the borrowing capacity of the City for school purposes after the school debt margin has been exhausted. The Local Finance Board is involved only if the proposed debt authorization exceeds the debt limit of both the City and the City school district.

Exception to Debt Limit - Real Property Tax Appeal Refunding Notes

The City revalued the real property located in the City in 1988. See "CITY REVENUES -- Equalization Rate and Tax Collection Rates". After the revaluation, the number of tax appeals increased substantially. In order to file a tax appeal, a property owner must first pay the taxes that are owed. If the appeal is successful, the taxes are then refunded to the owner. The refund may occur in a fiscal year subsequent to the fiscal year in which the owner paid the taxes. Because of the magnitude of the tax appeals and the amount that was required to be refunded, the Local Finance Board and the Municipal Council have allowed the City to issue tax refunding obligations to finance the tax refunds. The tax refunding obligations issued to date are one-year notes, renewable annually for five to seven years after their date of issuance, with the amortization schedule approved by the Local Finance Board. As of December 31, 2015, $2,738,740 principal amount of real property tax appeal refunding notes were outstanding.

Debt Statements

The City must report all new authorizations of debt or changes in previously authorized debt to the Division through the filing of Supplemental and Annual Debt Statements. The Supplemental Debt Statement must be submitted to the Division before final passage of any debt authorization. Before the end of the first month of each fiscal year, the City must file an Annual Debt Statement as of the last day of the preceding fiscal year with the Division. Through the Annual and Supplemental Debt Statements, the Division monitors all local borrowing.

In calculating the debt limit, the City is allowed to deduct certain types of debt. Deductions from gross debt are allowed for school purposes of an amount equal to 8% of average equalized valuations and for any additional State School Building Aid Bonds authorized (P.L. 1968, c. 177, as amended P.L. 1971, c. 10, as amended

and P.L. 1978, c. 74). The deduction from municipal gross debt includes bonds issued and bonds authorized but not issued to meet cash grants-in-aid for a housing authority, redevelopment agency or municipality acting as its local redevelopment entity (Section 40A:12A-37(d) of the Local Redevelopment and Housing Law) and funds in hand (including proceeds of bonds held to pay other bonds).

The following table sets forth the amount of debt that the City has outstanding, authorized but not yet issued as well as deductions for each purpose (school, municipal and water) and the amount of debt that the City has authorized for each purpose but has not yet incurred. In addition, the table sets forth the amount of debt that has been issued by public bodies but that the City is or may be responsible for paying. See "Other City-Related Indebtedness". The table then sets forth the amount of the debt that, pursuant to State law, is excluded from the calculation of the debt limitations imposed on the City. Such deductions include debt for school purposes (a portion of which are subject to their own debt limitation), debt for the water utility because it operates on a self-liquidating basis, refunding debt, debt issued in anticipation of grants and bonds issued by public entities (even though the City may be responsible for all or a portion of the debt service on such debt). As shown in the table, although the City's gross debt as of December 31, 2015 was $775,072,007, only $450,883,637 of that debt is included for purposes of calculating the debt limitation on the City.

The table also shows the statutory net debt as a percentage of the average equalized value of property in the City (the average calculated for the past three years). See "CITY REVENUES - Real Estate Tax" herein. In addition to the debt detailed on this table, since 1990 the City has issued real property tax appeal refunding notes in each year. Prior to February 3, 2003, such real property tax appeal refunding notes were not included in the City's debt statements. After that date, newly authorized real property tax appeal refunding notes are included in gross debt, but are deducted in calculating net debt. See "Exception to Debt Limit – Real Property Tax Appeal Refunding Notes" herein.

Annual Debt Statement
As of December 31, 2015

Gross Debt:		
School Purposes:		
Issued and Outstanding:		
Bonds	$39,510,000	
Authorized But Not Issued	4,265,245	
Total School		$43,775,245
Municipal Purposes:		
Issued and Outstanding:		
Bonds	466,050,950	
Notes	20,199,102	
Green Trust Loan	1,159,954	
Hudson County Improvement Authority Pooled Loan and Notes	17,665,000	
Refunding Tax Appeal Notes	2,738,740	
Authorized But Not Issued	24,319,635	
Total Municipal		532,133,381
Issued by Public Bodies Guaranteed by the Municipality:		
Jersey City Municipal Utilities Authority		199,163,381
Total Gross Debt		$775,072,007
Statutory Deductions:		
For School Purposes - Statutory 8%	43,775,245	
For Jersey City Municipal Utilities Authority - Water	38,736,004	
For ERI Pension Refunding	39,775,000	
For Bonds Issued by Public Bodies Guaranteed by the Municipality	199,163,381	
For Refunding Tax Appeal Notes	2,738,740	
Statutory Deductions		324,188,370
Statutory Net Debt		$450,883,637
Statutory Net Debt Percentage		2.258%

Source: Derived from the Annual Debt Statement of the City for Calendar Year 2015.

The following table summarizes the information included in the preceding table, and shows, among other things, the gross debt outstanding for each purpose, the amount of such debt allowed under State law to be excluded from the calculation of the debt limitation and the statutory net debt.

Statutory Debt as of December 31, 2015

	Gross Debt	Deductions	Net Debt
School Purposes	$ 43,775,245	$ 43,775,245	$ -0-
Municipal Purposes	532,133,381	81,249,744	450,883,637
Other Public Bodies Guaranteed by City	199,163,381	199,163,381	-0-
Total	$ 775,072,007	$ 324,188,370	$ 450,883,637

Average Equalized Valuation of Real Property (Yrs. 2013-2015)	$19,967,470,207
Statutory Net Debt	2.258%
Debt Limitation Per N.J.S.A. 40A:2-6 (Municipalities – 3.50% of Three Year Average Equalized Valuation)	698,861,457
Total Net Debt	450,883,637
Remaining Net Debt Capacity	$ 247,977,820

Source: Derived from the Annual Debt Statement of the City for Calendar Year 2015.

The table below outlines the total debt of the City and sets forth the amount that the debt represents per capita for the last five years.

	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Gross Debt[1]	$775,072,007	$844,917,507	$852,306,655	$896,400,051	$895,983,278
Net Debt Statutory[2]	450,883,637	482,163,575	475,739,968	488,571,624	480,337,407
Population[3]	247,597	247,597	247,597	247,597	247,597
Gross Debt per Capita	3,130	3,412	3,442	3,620	3,619
Net Debt per Capita	1,821	1,947	1,921	1,973	1,940
Net Debt - Statutory Percentages	2.26%	2.59%	2.60%	2.61%	2.37%

[1][2] The figures representing Gross Debt and Net Debt Statutory are derived from the Annual Debt Statements of the City.
[3] Source: U.S. Department of Commerce, Bureau of the Census.

The following table lists the total bonded debt of the City for the last five years.

	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Bonds:					
General	$437,405,950	$ 468,125,950	$ 460,262,950	$ 483,478,950	$ 475,839,950
School	39,510,000	47,130,000	55,220,000	64,445,000	73,570,000
Water	28,645,000	31,130,000	34,450,000	37,425,000	41,187,000
Other	199,163,381	208,862,507	206,156,132	222,200,627	208,700,000
Total Outstanding Bonds	704,724,331	755,298,457	756,089,082	807,549,577	799,296,950
Notes:					
General	40,602,842	33,297,813	39,436,000	33,952,196	39,831,317
School	-0-	-0-	-0-	-0-	-0-
Water	-0-	-0-	-0-	-0-	-0-
Other (Loan)	1,159,954	1,622,571	2,083,185	2,541,842	2,998,575
Total Outstanding Notes	41,762,796	34,920,384	41,519,185	36,494,038	42,829,892
Total Bonds and Notes Issued and Outstanding	746,487,127	790,218,841	797,608,269	844,043,615	842,126,842
Bonds and Notes Authorized but Not Issued					
General	14,228,631	27,015,111	27,014,831	24,672,882	26,172,882
School	4,265,245	6,216,026	6,216,027	6,216,026	6,216,026
Water	10,091,004	21,467,528	21,467,528	21,467,528	21,467,528
Other	-0-	-0-	-0-	-0-	-0-
Total Bonds and Notes Authorized But Not Issued	28,584,880	54,698,665	54,698,386	52,356,436	53,856,436
Total Issued and Outstanding, and Authorized But Not Issued	$775,072,007	$ 844,917,506	$ 852,306,655	$ 896,400,051	$ 895,983,278

Source: Derived from the Annual Debt Statements of the City.

Included in the debt shown on this table are $2,738,740 of tax appeal refunding notes issued by the City and outstanding as of December 31, 2015. The following table sets forth the amount of tax appeal refunding notes that were issued and outstanding in each of the four years preceding such date.

Real Property Tax Appeal Refunding Notes Outstanding

Year	Amount Issued[1]	Balance end of year
December 31, 2015	$ -0-	$ 2,738,740
December 31, 2014	-0-	6,917,870
December 31, 2013	-0-	11,097,000
December 31, 2012	-0-	15,276,196
December 31, 2011	5,500,000	21,155,317

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City.
[1] These amounts do not include tax appeal refunding notes issued to refund prior issues of tax refunding notes.

The table below sets forth the total overlapping debt of the City for the last five years. The County of Hudson (the "County") debt overlap was 33.84% in 2015, 32.42% in 2014, 31.54% in 2013, 32.35% in 2012, and 32.99% in 2011. The overlap for all other debt was 100%. The City's percentage of overlap for County debt is determined by the State based on (i) the assessed value of Class II Railroad Property in the City and (ii) the true value of real property in the City. The sum of these two figures is used to calculate a percentage of the sum of the assessed value of Class II Railroad Property in the County, plus the true value of real property in the County. Overlapping debt is debt for which the City is not required to levy taxes.

Schedule of Overlapping Debt[1]

	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Jersey City Municipal Utilities Authority[2]	$ 199,163,381	$ 208,862,507	$ 206,156,132	$ 222,200,627	$ 208,700,000
Hudson County[3]	420,990,123[4]	352,730,118[5]	346,822,019[6]	360,727,455[7]	360,456,212[8]
TOTAL	$ 620,153,504	$ 561,592,625	$ 552,978,151	$ 582,928,082	$ 569,156,212

Source: Derived from the Annual Debt Statements of the County and City.
[1] The outstanding debt of the Hudson County Utilities Authority, the Rockaway Valley Regional Sewerage Authority and the Hudson County Improvement Authority are not included (see further discussion herein).
[2] The Jersey City Sewerage Authority was reorganized as the Jersey City Municipal Utilities Authority on January 15, 1998.
[3] Hudson County reports on a calendar year ending December 31.
[4] This figure represents 33.84% of the total County Gross Debt of $1,244,155,190
[5] This figure represents 32.42% of the total County Gross Debt of $1,088,024,659.
[6] This figure represents 31.54% of the total County Gross Debt of $1,099,534,929.
[7] This figure represents 32.35% of the total County Gross Debt of $1,114,984,494.
[8] This figure represents 32.99% of the total County Gross Debt of $1,092,729,443.

The table below lists the principal and interest repayment schedule on all outstanding bonds of the City from 2016 through 2040.

Combined Principal and Interest Repayment Schedule
Outstanding Bonds of the City
As of December 31, 2015

CALENDAR YEAR	COMBINED TOTAL	GENERAL	PENSION	WATER	SCHOOL
2016	$ 70,955,243	$ 50,148,009	$ 3,550,741	$ 3,895,052	$ 13,361,441
2017	66,050,993	49,942,127	3,711,710	5,291,337	7,105,818
2018	66,449,817	48,301,967	7,233,435	5,352,653	5,561,763
2019	66,366,361	53,242,453	3,880,375	3,986,770	5,256,763
2020	66,659,815	55,707,218	4,021,257	4,061,695	2,869,646
2021	66,447,670	55,957,370	4,166,738	3,534,715	2,788,848
2022	44,142,000	36,505,109	4,354,641	2,094,100	1,188,150
2023	32,666,490	26,039,504	4,630,161	807,275	1,189,550
2024	25,396,442	19,328,152	4,077,966	805,875	1,184,450
2025	20,372,783	17,216,557	1,498,789	475,013	1,182,425
2026	18,472,952	15,208,843	1,608,334	472,975	1,182,800
2027	18,612,703	15,235,857	1,728,871	470,575	1,177,400
2028	12,207,935	9,876,242	1,859,306	472,388	
2029	12,322,971	9,846,536	1,993,685	482,750	
2030	9,068,268	6,451,528	2,136,052	480,688	
2031	9,221,119	6,452,835	2,285,315	482,969	
2032	9,359,645	6,435,025	2,445,246	479,375	
2033	9,522,639	6,428,036	2,614,479	480,125	
2034	6,066,439	6,066,439			
2035	6,057,987	6,057,987			
2036	6,050,023	6,050,023			
2037	6,037,067	6,037,067			
2038	6,024,963	6,024,963			
2039	6,016,783	6,016,783			
2040	5,991,714	5,991,714			
TOTAL	**$666,540,823**	**$530,568,344**	**$57,797,098**	**$34,126,328**	**$44,049,053**

In addition to the debt service requirements on outstanding bonds, the City also pays debt service on notes, including real property tax appeal refunding notes. Notes generally mature within one year from their date of issuance. Notes, other than tax appeal refunding notes, may be renewed three times without principal payments and must then be amortized over a ten-year period (unless refunded by bonds). Generally, tax appeal refunding notes mature within one year from their date of issuance and may be renewed from three to seven times, with the amortization schedule approved by the Local Finance Board. The debt service payable on notes depends on the interest rate established upon the renewal of the notes. For Calendar Year 2011 the amount was $7,491,715, for Calendar Year 2012 the amount was $7,996,577, and for Calendar Year 2013 the amount was $5,543,710 and for Calendar Year 2014 the amount was $5,634,563. For Calendar Year 2015 the City budgeted $5,108,063 for debt service on the notes. For Calendar Year 2016, the City budgeted $6,928,999 for debt service on the notes.

Other City-Related Obligations

Rockaway Valley Regional Sewerage Authority. In compliance with a court decree, the City entered into an agreement, dated July 30, 1971, with the Rockaway Valley Regional Sewerage Authority ("RVRSA"),

whereby the City agreed to share in the operating costs of the RVRSA which provides sewerage treatment services in the vicinity of the City's watershed properties. In 2013, 2014 and 2015, the JCMUA contributed $2,730,857.

Under the same agreement, the City is also required to pay a share of the capital and operating cost of construction of an advanced treatment sewerage facility, which the RVRSA has designed. Under the current plans, the cost of construction is estimated to be $60,000,000, less any federal funds, the amount of which is presently uncertain. Based upon the design capacity, the City will be responsible for 37 1/2% of the excess cost of financing construction over available federal funds. The amount of the City's contribution for the new facility is a portion of the City's share of the operating costs outlined in the immediately preceding paragraph. The RVRSA has permanently financed substantially all of the non-grant share of project costs with the sale of long-term tax-exempt bonds.

Jersey City Incinerator Authority. The City and the JCIA have entered into a Service Agreement pursuant to which the JCIA is responsible for the collection and disposal of all residential and municipal solid waste for the City, mechanical and manual street sweeping, cleaning of City owned lots, roll-off container service, recycling, demolition, and snow plowing, salting and snow removal. The City does not provide other disposal services. The JCIA does not collect service fees from individual property owners.

The City appropriated $26,300,000 in Calendar Year 2011, $31,300,000 in Calendar Year 2012, $33,993,916 in Calendar Year 2013, $34,600,000 in Calendar Year 2014 and $37,100,000 in Calendar Year 2015 to the JCIA.

On October 14, 2015, the City adopted an ordinance dissolving the JCIA and assigning its powers to City departments. The JCIA was officially dissolved April 1, 2016. The City has merged all of the responsibilities of the JCIA into the City Department of Public Works without interruption of services. As the JCIA annual budget was approximately 95% funded by City appropriations, the dissolution is not expected to have any material impact on the financial strength of the City.

Jersey City Municipal Utilities Authority. The JCMUA, formerly the Jersey City Sewerage Authority, is responsible for the construction and operation of two pumping stations, at which sewage collected from the City and portions of the City of Union City is pumped to the secondary sewage treatment plant of the Passaic Valley Sewerage Commissioners ("PVSC") at Newark, New Jersey. The JCMUA formerly operated primary sewage treatment plants at the sites of the pumping stations. The Passaic Valley Connection Project, consisting of the pumping stations and connecting sewer lines, was commenced in 1985 and completed in 1989, using certain federal and state grants and funds of the JCMUA, for which the JCMUA issued its bonds. The City of Bayonne and the Town of Kearny each, separately, sought and obtained permission to hook up their own sewage transmission lines to a portion of the JCMUA 's lines, and have agreed to share the costs of the common portions used by them.

The indebtedness of the JCMUA as of December 31, 2015 was $199,163,381. The JCMUA imposes user charges on all sewer users in its service area, at the rate of $5.64 per 100 cubic feet of water consumption. The JCMUA imposes user charges on all water users in its service area, at the rate of $4.14 per 100 cubic feet of water consumption. From its user charge revenues, the JCMUA is required to pay its debt service costs and operating costs of the pumping stations and collector system. The JCMUA also pays, from user charges, operating charges of PVSC which are the obligation of the City.

Pursuant to a Sewer Service Contract between the City and the JCMUA, dated as of December 1, 1985 (the "Sewer Service Agreement"), the City is obligated to pay to the JCMUA any amounts by which the JCMUA's sewer operating expenses and amounts required to be paid or set aside under the JCMUA's bond resolution for its sewer bonds exceed the JCMUA's revenues from user charges. The JCMUA is obligated to increase user charges in future years to make up any such deficiency, and to pay back sums advanced by the City under the Service Contract. No payments by the City have been required since the execution of the Sewer Service Contract.

The Municipal Council adopted an ordinance on December 10, 1997 to reorganize the Sewerage Authority as the JCMUA. The JCMUA and the City initially entered into a water services franchise and service agreement on April 1, 1998 (the "Initial Water Franchise Agreement") pursuant to which a) the JCMUA obtained a franchise from the City to operate the City's Water System for a ten year period which was to terminate on March 31, 2008 and b) the City agreed to provide security for the holders of the obligations of the JCMUA related to the Water System.

The JCMUA and the City agreed in the Amended and Restated Water Services Franchise and Service Agreement dated as of May 1, 2003 (the "2003 Amended Water Franchise Agreement") to: a) provide for the acquisition by the JCMUA from the City of an extension of the franchise granted under the Initial Water Franchise Agreement, in order to operate the Water System through March 31, 2028 (the "2003 Project") and b) provide for the City to continue to provide security to the holders of obligations of the JCMUA which are issued for or with respect to the Water System for the extended franchise period.

In September 2005, the City and the JCMUA entered into the 2005 Amended and Restated Water Services Franchise and Service Agreement (the "2005 Amended Agreement" and together with the Initial Franchise Agreement and the 2003 Amended Water Franchise Agreement, the "Water Franchise Agreement") to reflect a payment schedule for the cost of acquiring the City's water franchise that more accurately reflects the projected availability of revenues to the JCMUA. Pursuant to the Water Franchise Agreement, the JCMUA has agreed to pay the City certain amounts annually from January 1, 2005 to December 31, 2027 for the rights to such franchise, and the City has agreed to convey such franchise rights to the JCMUA and to provide for the payment annually, if necessary, of any deficiencies in Water Revenues of the JCMUA in connection with the Water System. As required by the Water Franchise Agreement, the City, by ordinance adopted on September 14, 2005, consented to the JCMUA's issuance of $17,000,000 Water Revenue Refunding Bonds on December 13, 2005, which are secured by the provisions of the Water Franchise Agreement and the Sewer Service Contract.

The Water Franchise Agreement is subject to the existing private management operating agreement in effect between the City and United Water Resources executed in 1996.

Under the Water Franchise Agreement, the City will continue to authorize indebtedness for necessary water capital improvements and the JCMUA will continue to be responsible to reimburse the City for debt service on this indebtedness. The City will also continue its obligation to make payments of any necessary annual charges or deficiency payments in the event the JCMUA does not collect sufficient revenues in any year to provide for the expenses of operation of the Water System, to maintain required reserves, and to pay annual water related debt service when due. Since 1998, the City has not been required to make any annual payment to the JCMUA under the Water Franchise Agreement. The JCMUA has taken a number of financial measures to assure that it can meet all of its operations, maintenance and debt service obligations, including required payments to the City pursuant to the Water Franchise Agreement. These measures include (i) the provision of necessary improvements from time to time to the water and sewer system, (ii) the amendment of the Water Franchise Agreement in order to reschedule the annual payments to the City to more accurately match the revenues projected to be generated by the JCMUA during the life of the Water Franchise Agreement, which runs through December 31, 2027, (iii) a rate increase of 15% effective July 1, 2005, (iv) the approval by the JCMUA of annual CPI rate increases, and (v) the restructuring of certain outstanding water and sewer system debt of the Authority based upon the projected revenues once the rate increases are in effect and the financial measures implemented.

Jersey City Medical Center. The Jersey City Medical Center is a voluntary not-for-profit hospital independent of the City. Previously, the Medical Center had been a public hospital.

The City contributed $12 million for the construction cost of a new hospital facility in the Liberty Harbor North Redevelopment Area to replace the old Medical Center's buildings. The new building started operation on May 15, 2004.

The County of Hudson

The City is located in the County and, in accordance with the regulations governing financial reporting for New Jersey Municipalities, a pro rata share of certain direct debt of the County is treated as "Overlapping Debt" of the City for financial reporting purposes. See "Schedule of Overlapping Debt" herein.

The County issues its bonds and notes for the financing of capital projects of the County, including County roads, buildings, parks and educational facilities. Major facilities of the County that were financed in recent years include a golf course and administration building. In addition, the County guarantees certain of the debt of the Hudson County Improvement Authority.

The gross debt of the County as of December 31, 2015 was $1,244,155,190 and its net statutory debt was $554,269,927.

Municipal Qualified Bond Act

In addition to being secured by the pledge of the City's full faith and credit, certain bonds of the City are entitled to the benefits of the Municipal Qualified Bond Act, Title 40A of the New Jersey Statutes, Section 40A:3-1, et seq., as amended (the "Municipal Qualified Bond Act"). Pursuant to the Municipal Qualified Bond Act, a portion of certain State aid allocated to the City, in amounts sufficient to pay debt service on such bonds, is to be withheld by the State Treasurer and forwarded to the paying agent on or before the principal and interest payment dates for such bonds for deposit into accounts established for the purpose of paying debt service on such bonds.

Pursuant to the provisions of the Municipal Qualified Bond Act, the City shall certify to the State Treasurer the name and address of the paying agent, maturity schedule, interest rate or rates and dates of payment of debt service on any Qualified Bonds within ten days after the issuance thereof. After receipt of such certificate, the State Treasurer is required to withhold with respect to such bonds from the amount of business personal property tax replacement revenues, gross receipts tax revenues (now known as "energy receipts" tax revenues), municipal purposes tax assistance fund distributions and certain other funds appropriated as State aid payable to the City and not dedicated to a specific purpose by the State (the "municipal qualified revenues") an amount which will be sufficient to pay debt service on such bonds as it becomes due. Municipal qualified revenues do not include Aid to Distressed Cities.

The Municipal Qualified Bond Act provides that the municipal qualified revenues so withheld and paid or to be paid to and held by the paying agent are deemed to be held in trust and exempt from being levied upon, taken, sequestered or applied toward paying the debts of the City other than the payment of debt service on any such Qualified Bonds of the City issued for municipal purposes (including fiscal year adjustment or pension obligation purposes) or water utility purposes and entitled to the benefits of the Municipal Qualified Bond Act.

The Municipal Qualified Bond Act does not relieve the City of its obligation to include in its annual budget amounts necessary to pay, in each year, the principal of and interest becoming due on any such Qualified Bonds. However, such budgeted amounts may be applied to the payment of operating expenses of the City for the then current year to the extent that appropriated amounts have been withheld from the municipal qualified revenues payable to the City and have been forwarded to the paying agent. Such budgeted amounts must be used to pay debt service becoming due on any such Qualified Bonds of the City issued for municipal purposes (including fiscal year adjustment or pension obligation purposes) or water utility purposes and entitled to the benefits of the Municipal Qualified Bond Act in any year in which sufficient municipal qualified revenues are not appropriated.

The State has covenanted in the Municipal Qualified Bond Act with the holders of bonds entitled to the benefits of such act, that it will not repeal, revoke, rescind, modify or amend the provisions of such act providing for the withholding of municipal qualified revenues and payment of such revenues to the paying agent for such bonds so as to create any lien or charge on or pledge, assignment, diversion, withholding payment or other use of or deduction from such revenues which is prior in time or superior in right to the payment of debt service on such bonds.

The Municipal Qualified Bond Act does not contain a pledge or guarantee that any amounts payable to the Paying Agent will, in fact, be made or continued. Each such annual amount is subject to appropriation by the State Legislature. Moreover, the State is not required to continue to make appropriations of such amounts, nor is the State limited or prohibited from repealing or amending any law heretofore or hereafter enacted for the payment or apportionment of such amounts or in the manner, time or amount thereof. Further, the amount payable to the Paying Agent does not constitute an additional source of revenues available to the City.

The table below shows the qualified revenues, debt service on bonds subject to the Municipal Qualified Bond Act, and coverage ratios for the last five years. State aid is distributed by the State to the City on a "phased aid" schedule.

	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Qualified Revenues:					
Energy Receipt Tax:	$53,091,740	$ 52,031,160	$ 51,682,679	$ 50,323,109	$ 47,991,697
Consolidated Municipal Property Tax Relief Act:	10,752,945	11,813,525	12,162,006	13,526,987	15,852,988
Total Qualified Revenues:	$63,844,685	63,844,685	63,844,685	63,850,096	63,844,685
Debt Service:					
General Improvement Bonds:	42,287,805	43,533,669	43,127,075	37,404,452	35,956,272
Water Bonds:	3,493,569	4,361,300	5,254,995	5,520,939	5,736,917
Total Debt Service:	$45,781,374	$ 46,894,969	$ 48,427,070	$ 42,925,391	$ 41,693,189
Coverage Ratio:	1.39	1.36	1.32	1.49	1.54

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City.

The City has outstanding bonds, notes and loans for municipal purposes which are not entitled to the benefits of the Municipal Qualified Bond Act. The debt service for the calendar year ending December 31, 2015 was $6,934,388 for such bonds, $5,108,103 for such notes and $531,945 for such loans. The debt service for the calendar year ending December 31, 2014 was $5,507,931 for such bonds, $5,108,063 for such notes and $531,945 for such loans. The debt service for the calendar year ending December 31, 2013 was $4,781,723 for such bonds, $5,543,710 for such notes, and $527,833 for such loans. The debt service for the calendar year ending December 31, 2012 was $4,153,674 for such bonds, $7,996,577 for such notes and $606,233 for such loans. The debt service for the calendar year ending December 31, 2011 was $3,895,916 for such bonds, $7,491,706 for notes and $606,229 for such loans. The City may also be responsible for the payment of debt service on the bonds issued by certain independent authorities. See "CITY INDEBTEDNESS AND DEBT LIMITS -- Other City-Related Obligations" herein.

Certain outstanding issues of General Improvement Bonds, Pension Obligation Bonds, Water Bonds and FYABs of the City are entitled to the benefits of the Municipal Qualified Bond Act and certain School Bonds of the City are entitled to the benefits of the School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 *et seq.*

School Qualified Bond Act

In addition to being secured by the pledge of the City's full faith and credit, certain bonds of the City are entitled to the benefits of The School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 et seq., as amended (the "School Qualified Bond Act"). Pursuant to the School Qualified Bond Act, a portion of the amount of State school aid payable to the school district, in amounts sufficient to pay debt service on such bonds, is to be withheld by the State Treasurer and forwarded directly to the paying agent on or before the principal and interest payment dates for such bonds. Those funds are further deposited into accounts established for the purpose of paying debt service on such bonds.

Pursuant to the provisions of The School Qualified Bond Act, the City shall certify to the State Treasurer the name and address of the paying agent, maturity schedule, interest rate or rates and dates of payment of debt service on such bonds within ten days after the issuance thereof. After receipt of such certificate, the State Treasurer is required to withhold with respect to such bonds from the amount of State school aid payable to the school district an amount which will be sufficient to pay debt service on such bonds as it becomes due. For purposes of The

School Qualified Bond Act, "State school aid" means funds made available to local school districts pursuant to the Quality Education Act of 1990, N.J.S.A. 18A:7D-4.

The School Qualified Bond Act provides that the State school aid so withheld and paid or to be paid to and held by the paying agent are deemed to be held in trust and exempt from being levied upon, taken, sequestered or applied toward paying the debts of the City other than the payment of debt service on such bonds and other bonds of the City issued for school purposes and entitled to the benefits of the School Qualified Bond Act.

The School Qualified Bond Act does not relieve the City of its obligation to include in its annual budget amounts necessary to pay, in each year, the principal of and interest becoming due on such bonds. However, such budgeted amounts will be forwarded by the City to the school district, to the extent that appropriated amounts have been withheld from the State school aid payable to the school district and have been forwarded to the paying agent. Such budgeted amounts must be used to pay debt service becoming due on such bonds and other bonds of the City issued for school purposes and entitled to the benefits of the School Qualified Bond Act in any year in which sufficient State school aid is not appropriated.

The State has covenanted in The School Qualified Bond Act with the holders of bonds entitled to the benefits of such act, that it will not repeal, revoke, rescind, modify or amend the provisions of such act providing for the withholding of State school aid and payment of such monies to the paying agent for such bonds so as to create any lien or charge on or pledge, assignment, diversion, withholding payment or other use of or deduction from such monies which is prior in time or superior in right to the payment of debt service on such bonds.

The School Qualified Bond Act does not contain a pledge or guarantee that any amounts payable to the Paying Agent will, in fact, be made or continued. Each such annual amount is subject to appropriation by the State Legislature. Moreover, the State is not required to continue to make appropriations of such amounts, nor is the State limited or prohibited from repealing or amending any law heretofore or hereafter enacted for the payment of such amounts or in the manner, time or amount thereof. Further, the amount payable to the paying agent does not constitute an additional source of revenues available to the City.

The table below shows the qualified revenues, debt service on bonds subject to the School Qualified Bond Act, and coverage ratios for the last five years.

	December 31, 2015	**December 31, 2014**	**December 31, 2013**	**December 31, 2012**	**December 31, 2011**
Qualified School Revenues:	$417,805,515	$ 417,859,150	$ 419,644,829	$ 475,981,648	$ 417,859,150
Total School Debt Service:	9,999,304	10,483,807	12,190,025	12,574,607	14,755,592
Coverage Ratio:	41.78	39.86	34.43	37.85	28.52

New Jersey School Bond Reserve Act

All school bonds issued are also entitled to the benefits of the provisions of the New Jersey School Bond Reserve Act, P.L. 1980 (N.J.S.A. 18A:56-17 et seq.) (the "School Bond Reserve Act").

In accordance with the School Bond Reserve Act, there is established within the State Fund for the Support of Free Public Schools (the "Fund") a school bond reserve (the "Reserve"), which is pledged by law to secure payments of principal and interest due on such bonds in the event of the inability of any issuer thereof to make payments. The school bond reserve consists of two accounts, the old school bond reserve account and the new school bond reserve account. The old school bond reserve account is to be funded in an amount equal to 1.5% of the aggregate of such issued and outstanding bonded indebtedness for all counties, municipalities and school districts in the State for school purposes for all such indebtedness issued prior to July 1, 2003. The new school bond reserve account is to be funded in an amount equal to 1% of the aggregate of such issued and outstanding bonded indebtedness for all such indebtedness issued on or after July 1, 2003.

The Fund was established in 1817. The present State Constitution, adopted in 1947, provides that "the Legislature shall only appropriate Fund moneys for Public School purposes." A Constitutional Amendment ratified in 1958 provides that "the Legislature may also appropriate Fund moneys for the payment of principal or interest on any school related Bonds of counties, municipalities or school districts of the State."

Trustees of the Fund are charged with making an annual determination of the amount of school bonds outstanding and with adjusting the level of the Reserve accordingly, to the extent that moneys are available in the Fund. The State may, but is not required to, appropriate amounts to be deposited in the Fund. The School Bond Reserve Act provides that moneys received from the sale of lands belonging to the State as of 1980 or formerly lying under water are dedicated to the support of public schools and shall constitute a part of the Fund. In the event that proceeds from the sale of State riparian interests are, in the future, made payable by law to purposes other than the Fund, they may not be applied to such purposes so long as there is a deficit in the Reserve.

The State Constitution also provides that the Fund be "securely invested and perpetual in nature." The School Bond Reserve Act requires that the Reserve be made up entirely of obligations of, or guaranteed by, the United States Government, at least one third of which must mature within one year of issuance or purchase. Investments in the Fund may include stocks, bonds and other investments prescribed by the State Investment Council Regulations.

Under the School Bond Reserve Act, the old school bond reserve account and the new school bond reserve account respectively, are pledged as security for the prompt payment of principal of and interest on bonds issued by counties, municipalities or school districts for school purposes prior to July 1, 2003 (in the case of the old school bond reserve account) or on or after July 1, 2003 (in the case of the new school bond reserve account), in the event any issuer thereof is unable to make payment. Any issuer which anticipates that it will be unable to make such payment is instructed to certify its inability to the Commissioner of Education and the Director of the Division of Local Finance at least 10 days prior to the date payment is due. If the Commissioner and the Director approve the certification, they then certify the same to the Fund Trustees. On receipt of the certification or other notice, the Trustees are required, within the limits of the Reserve, to purchase such bonds at the face amount or pay such interest when due. The amount which may be applied to any one issuer's bonds is not limited. The amount of any such payment of interest or purchase price shall be deducted from the appropriation or apportionment of State aid payable to the issuer and shall not obligate the State to make, nor entitle the issuer to receive, any additional appropriation or apportionment. There have not been any required withdrawals from the Reserve since its establishment.

The School Bond Reserve Act does not contain a covenant by the State to refrain from repealing, revoking, rescinding, modifying or amending the provisions of that act.

CITY FINANCIAL INFORMATION

Audit Requirement

State law requires every municipality to have an annual audit of its books and accounts to be completed within six months after the close of its fiscal year. The audit must be conducted by a registered municipal accountant and the audit report must be filed with the municipal clerk and with the Director.

Copies of the Annual Financial Statements are available for inspection during normal business hours at the office of the City Clerk and a copy of the City's Audited Financial Statements for the Calendar Year ended December 31, 2015 is set forth at APPENDIX B.

Accounting Principles and Fund Structure

Accounting Principles.

The City does not prepare its financial statements in accordance with generally accepted accounting principles ("GAAP"). The City prepares its financial statements in accordance with the accounting policies prescribed by the Division, which differ from those prescribed under GAAP. The accounting policies prescribed by

the Division are designed primarily for determining compliance with legal provisions and budgetary restrictions and as a means of reporting on the stewardship of public officials with respect to public funds. See "FINANCIAL STATEMENTS OF THE CITY OF JERSEY CITY" in APPENDIX B for a more complete discussion of the City's accounting policies.

Fund Structure.

Under the method of accounting prescribed by the Division, the City accounts for its financial transactions through separate funds which differ from the fund structure required by GAAP. See "FINANCIAL STATEMENTS OF THE CITY OF JERSEY CITY" in APPENDIX B herein for a detailed description of the fund structure utilized by the City.

Basic Financial Statements.

The City presents the financial statements which are required by the Division and which differ from the financial statements required by GAAP. In addition, the Division requires the financial statements to be referenced to the supplementary schedules. This practice differs from GAAP.

Reporting Entity.

The Division requires the financial statements of component units of the City to be reported separately unlike GAAP pursuant to which there are criteria to be used to determine which component units should be included in the financial statements of the oversight entity. Inasmuch as their activities are administered by separate boards, the financial statements of the Jersey City Board of Education, Jersey City Public Library, Jersey City Incinerator Authority, Jersey City Municipal Utilities Authority, Jersey City Parking Authority, Jersey City Municipal Port Authority and Jersey City Redevelopment Agency are reported separately.

Uniform Chart of Accounts

In an attempt to instill uniformity in financial reporting among the numerous municipal and county entities in New Jersey, the Division of Local Government Services has required the implementation of a Flexible Chart of Accounts ("FCOA") and Other Comprehensive Basis of Accounting — Comprehensive Annual Financial Report ("OCBOA-CAFR") by all New Jersey local and governmental entities. Procedures as to implementation dates are still pending by the State.

An important goal of the FCOA is to enable a comparison of local unit expenditures and revenues. Because municipalities and counties have different approaches to budgeting, common budget activity categories have been developed to facilitate comparison. These categories are necessary to prepare the Comprehensive Annual Financial Report and comply with budget regulations.

In order for each municipality and county to maintain the same minimum number of financial records and classify financial transactions in similar account classification structure, a uniform, flexible chart of accounts is already in place. This standardized chart of accounts, ("FCOA"), facilitates the electronic filing of budgets and other financial documents. The City converted its existing account numbers to that of FCOA and OCBOA-CAFR.

Current Fund – Revenues and Expenditures

The Current Fund is used to account for the revenues and expenditures for governmental operations of a general nature, including debt service on general improvement and school bonds, and tax appeal refunding notes. The fund balance in the Current Fund at the end of each fiscal year is comprised of cash, investments and certain receivables. Under State law, only the amount of Current Fund balance held in cash or quick assets may be included as anticipated surplus in the succeeding fiscal year's budget, unless the Director gives written consent to an exception.

The information presented in the following tables has been derived from the City's Audited Financial Statements for fiscal years ending December 31, 2011, December 31, 2012, December 31, 2013, December 31, 2014 and December 31, 2015. The fund balance does not reflect a cash surplus and the balance consists primarily of receivables. The amount of the fund balance that may be used in the succeeding year's budget consists of receivables which have a high probability of being realized in the succeeding fiscal year and which are permitted by the Director to be included in the succeeding year's budget. The fund balances as of 2011 through 2015, and the amounts included in the budget for each succeeding year are shown below:

Fiscal Year Ending	**Current Fund Fund Balance**	**Used in Succeeding Year Budget**
December 31, 2015	$50,705,610	$20,745,651
December 31, 2014	56,132,966	25,722,750
December 31, 2013	38,733,517	16,413,000
December 31, 2012	33,530,567	16,707,232
December 31, 2011	17,974,709	16,010,000

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City.

The following table summarizes the Current Fund revenues for the last five years with a comparison of budgeted revenues and expenses to actual amounts. The tables on the succeeding pages set forth the City's appropriations for the last five years and show the operations and changes in the Current Fund over the past five years.

	Appropriations In Thousands									
	December 31, 2015		December 31, 2014		December 31, 2013		December 31, 2012		December 31, 2011	
	Budgeted[1]	Realized	Budgeted[1]	Realized	Budgeted[1]	Realized	Budgeted[1]	Realized	Budgeted[1]	Realized
Fund Balance Utilized	$ 25,723	$ 25,723	$ 16,413	$ 16,413	$ 16,707	$ 16,707	$ 16,010	$ 16,010	$ 15,802	$ 15,802
Municipal Levy	219,785	222,266	217,414	232,324	217,731	222,768	201,986	211,137	201,991	196,695
Addition to School Tax Levy	5,429	5,429	5,774	5,774	6,714	6,714	6,926	6,926	6,457	8,128
Minimum Library Tax	6,575	6,575	6,190	6,190	5,902	5,902	6,209	6,209	6,659	6,659
Delinquent Taxes	2,100	1,461	851	957	342	1,028	1,890	725	3,677	3,417
Miscellaneous Revenue Anticipated:										
Building Aid Allowance for Schools	4,569	4,569	4,709	4,709	5,476	5,476	5,649	5,649	8,299	6,628
Consolidated Municipal Property Tax Relief Aid	10,753	10,753	11,814	11,814	12,162	12,162	13,527	13,527	15,853	15,853
Miscellaneous	206,920	218,345	199,379	210,750	186,206	208,191	178,689	192,510	182,001	188,964
Energy Receipt Tax	53,092	53,092	52,031	52,031	51,683	51,683	50,318	50,318	47,992	47,992
Municipal Utilities Authority Franchise	19,000	19,000	14,500	14,500	13,000	13,000	12,500	12,500	12,000	12,000
Special Municipal Aid	-	-	-	-	-	-	-	-	-	-
Total Miscellaneous Revenue Anticipated	294,334	305,759	282,433	293,804	268,527	290,512	260,683	274,504	266,145	271,437
Unanticipated Revenues (Non Budget)	-	1,185	-	2,013	-	1,699	-	1,369	-	1,178
Total Revenues	$553,946	$568,398	$ 529,075	$ 545,512	$ 515,923	$ 545,329	$ 493,704	$ 516,880	$ 500,731	$ 503,316

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City.
[1] Includes amendments to the budget subsequent to adoption, such as grant awards.

Appropriations
In Thousands

	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Operating Expenses					
Salaries and Wages	$ 216,605	$ 213,570	$ 198,098	$ 190,700	$ 188,215
Pensions	51,059	48,948	51,184	49,374	54,407
Health Benefits	78,578	75,556	75,014	77,483	67,324
Deferred Charges	8,983	8,074	22,609	5,810	3,669
Other Expenses	131,090	116,251	113,279	121,014	116,804
Reserve for Uncollected Taxes	3,500	1,847	1,528	3,760	1,869
Total	489,815	464,246	461,712	448,141	432,288
Capital Debt Service	50,321	45,431	51,691	42,426	41,921
School Debt Service	9,999	10,484	12,190	12,575	14,756
Tax Refunds and Operational Debt Service[1]	11,528	14,295	7,013	13,175	11,766
Total	$ 561,663	$ 534,456	$ 532,605	$ 516,317	$ 500,731

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City.
[1] Represents payments for bonds issued by prior administrations to finance operating deficits and refunds of past property tax over-charges.

Statement of Operations and Changes in Fund Balance In Thousands

	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Revenue and Other Income Realized:					
Fund Balance Utilized	$ 25,723	$ 16,413	$ 16,707	$ 16,010	$ 15,802
Miscellaneous Revenue Anticipated	305,759	293,804	290,512	274,503	271,437
Current Year Taxes	452,048	446,147	440,629	427,104	407,053
Delinquent Taxes	1,461	957	1,028	725	3,417
Non-Budget Revenue	1,185	2,013	1,699	1,369	1,177
Other Credits to Income:					
Unexpended Balance of Appropriations Reserves	7,569	8,105	4,674	11,482	8,978
Cancellation of Reserves	468	4,616	1,477	918	-
Cancellation of Contracts Payable & Checks	1,711	591	1,032	293	576
Miscellaneous	5.80	104	691	434	628
Interfunds Liquidated	246	5,392	214	30	3
Total Revenue and Other Income Realized	796,750	778,142	758,661	732,868	709,071
Expenditures:					
Budget and Emergency Appropriations:					
Appropriations Within "CAP" Operations:					
Salaries and Wages	216,603	213,570	198,098	190,670	187,965
Other Expenses	179,688	153,234	159,532	165,760	148,956
Deferred Charges and Statutory Expenditures	51,059	48,948	51,184	49,374	54,407
Appropriations Excluded from "CAP" Operations:					
Salaries and Wages		-	-	-	-
Other Expenses	29,949	37,573	35,782	32,040	47,552
Capital Improvements	314	1,000	600	1,341	544
Municipal Debt Service	61,809	59,726	58,705	54,978	53,687
Deferred Charges -- Municipal	8,983	8,074	14,988	5,810	3,307
Local School District Purposes	9,756	10,484	12,190	12,575	14,756
Reserve for Uncollected Taxes	3,500	1,847	1,528	3,760	1,869
School Taxes	111,062	109,149	107,392	105,403	103,336
County Taxes	105,866	102,513	97,853	97,428	91,740
Amount Due County on Added & Omitted Taxes	851	2,160	-	-	495
Miscellaneous	4,702	3,911	8,304	5,569	488
Interfunds Created	311	246	96	214	30
Total Expenditures	784,455	752,435	746,251	724,922	709,132
Excess (Deficit) in Revenue	12,295	25,707	12,410	7,946	(61)
Adjustments to Income before Fund Balance:					
Special Emergency Authorization Storm Sandy		-	-	16,000	-
Over expenditure of Appropriations		606	-	7,620	-
Expenditures included above which are by Statute Deferred Charges to Budget of Succeeding Year:		-	-	-	3,150
Contractual Severance Liabilities	8,000	7,500	9,500	-	9,500
Excess in Operations After Adjustment	20,295	33,813	21,910	31,566	12,589
Fund Balance Beginning of Year	56,133	38,734	33,531	17,975	21,187
	76,428	72,547	55,441	49,541	33,776
Amount Utilized as Anticipated Revenue	25,723	16,413	16,707	16,010	15,802
Fund Balance, End of Year	$50,705	$ 56,134	$ 38,734	$ 33,531	$ 17,974

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City.

CITY REVENUES

Overview

The City derives its revenues from a variety of local taxes, user charges and miscellaneous revenues, as well as from Federal and State unrestricted and categorical grants. Local revenues provided approximately 8% of total revenues in Calendar Year 2015 while Federal and State aid, including unrestricted aid and categorical grants, provided 3%. A discussion of the City's principal revenue sources follows.

Cash Flow Management

While State law requires the City to adopt and operate under a balanced budget and the City has not had a cash deficit at the end of any of the last ten fiscal years, the City's historic experience in the timing of the receipt of its various revenues has shown significant variance. The management of matching receipts and expenditures for operating purposes has required the use of significant amounts of temporary interfund transfers between operating and capital accounts. The City has undertaken an initiative to analyze and report cash flows (receipts and expenditures) on a monthly cycle to enable better matching of receipts with expenditures during each fiscal year. However, as long as the receipt of substantial appropriated revenues is dependent upon State, Federal and special program sources, there is no certainty that additional temporary interfund transfers or other short-term funding mechanisms will not be required should temporary cash flow imbalances persist.

Real Estate Tax

The real estate tax, the single largest source of the City's local revenues, is the primary source of funds for the City's Current Fund. The City derived approximately 41% of its total revenues for Calendar Year 2015 from the City's portion of the real estate tax.

The amount of real property taxes payable by a property owner is based on the assessed value of the property taxed and the combined tax rate for the City, the County and the School District. The assessed value of property is determined by the City's Tax Assessor. Although property may be reassessed at any time, the Tax Assessor generally reassesses property upon a revaluation and upon a resale. The last revaluation took place in 1988. The City's tax rate is determined by the City after adopting the final budget. The City's tax rate is determined based on the amount of budgeted expenditures, the amount of other available revenues and the aggregate assessed value of all taxable property in the City. The tax rates allocable to the County and School District are determined based on their respective budgets. The City must submit its tax rate to the County which certifies the aggregate rate to be levied.

Analysis of Tax Rates and Percent Distribution Rate Per $1,000 Assessed Valuation

Year	Total	Municipal[1]	Percent of Total	County	Percent of Total	County Open Space Tax	Percent of Total	School	Percent of Total
2015	$74.82	$37.73	50.43%	17.49	23.38%	$0.17	0.23%	$19.43	25.97%
2014	74.34	37.68	50.69%	17.12	23.03%	0.17	0.23%	19.37	26.06%
2013	74.66	38.45	51.50%	16.51	22.11%	0.07	0.09%	19.63	26.29%
2012	71.84	35.85	49.90%	16.33	22.73%	0.32	0.45%	19.34	26.92%
2011	70.07	35.64	50.86%	15.50	22.13%	0.17	0.24%	18.76	26.77%

[1] Includes library tax
Source: Derived from the County Board of Taxation Certification

Tax Collection Procedure. Taxes are payable quarterly on February 1, May 1, August 1 and November 1. Tax bills are sent out twice during the year, generally in June and December. The bill for taxes payable in February and May is based on the assessed value of the property as of January of the preceding year. The bill for taxes payable in August and November reflects adjustments made so that the taxes paid for the calendar year reflect the assessed value of the property as of January of the current year.

The City is required to send out tax bills at least 45 days before the taxes are due; however, if the budget has not been adopted by that time, the City may delay sending out the bills to a date at least 25 days before the taxes are payable. If the budget has not been adopted by that time, the bill is based on an estimated rate and the second bill will be adjusted to compensate for any difference between the actual rate and the estimated rate. Taxpayers are allowed a 10-day grace period for paying their taxes. Interest is charged on any late payments of taxes from the date the taxes were due until they are paid at a rate of 8% per annum for the first $1,500 of delinquent taxes and 18% on any delinquent amount in excess of $1,500. All unpaid taxes for the previous year are annually placed in a tax sale prior to putting a lien on the property, in accordance with the New Jersey Statutes. If the tax lien is sold, depending upon the amount of the lien sold, there is an additional penalty of 2%, 4% or 6%. *In rem* tax foreclosure proceedings may be instituted to enforce the tax collection or acquisition of title to the property by the City.

The City collects taxes for itself and for the County and the School District. The City pays to the County and the School District 100% of the amount of taxes billed by those entities, regardless of the number of taxpayers that are delinquent. The City pays the County its share of real property taxes quarterly (on February 15, May 15, July 15 and November 15) and pays the School District its share monthly.

Equalization Rate and Tax Collection Rates

The State determines, based on market data, the relationship between the assessed value of property and the "true value" or market value of the property. The State then calculates the equalization rate, which is the assessed value divided by the true value, expressed as a percentage. The assessed value divided by the equalization rate provides the equalized value, which is the value used to calculate the City's debt limit. See "CITY INDEBTEDNESS AND DEBT LIMITS - Debt Limits" herein. The following table sets forth the assessed valuation, equalization rate and equalized value of property in the City of the last 7 calendar years.

Assessed Valuations

Year	Land	Improvements	Land and Improvements[1]	Personal Property	Net Valuation Taxable[2]	Equalization Ratio	Equalized Valuation of Taxable Real Property
2015	$1,578,755,314	$4,401,341,030	$5,980,096,344	$17,672,253	$5,997,768,597	30.02	$20,246,400,032
2014	1,548,586,503	4,430,998,768	5,916,171,471	16,605,073	5,932,776,544	30.02	$19,707,433,281
2013	1,503,278,191	4,362,050,129	5,795,484,581	19,086,697	5,814,571,278	31.24	18,570,573,832
2012	1,500,089,405	4,376,448,593	5,786,339,559	21,453,769	5,807,793,328	32.72	17,705,865,624
2011	1,515,126,836	4,442,100,557	5,834,023,804	19,573,239	5,853,597,043	31.35	18,628,899,568
2010	1,528,404,530	4,492,765,836	5,874,234,666	16,691,940	5,890,926,606	29.43	19,976,714,590
2009	1,540,763,703	4,611,950,913	5,929,988,016	16,702,721	5,946,690,737	26.75	22,184,882,220

Source: The City of Jersey City, Office of the Tax Assessor
(1) Includes partial exemptions and abatements.
(2) Excludes properties exempt from real property taxes.

Taxpayers are required to pay taxes based on the assessed value of their property and then are permitted to appeal. If the taxpayers are successful on appeal, they will receive a refund. Appeals by property owners required the City to make refunds of tax payments in the amounts of approximately $4.3 million in 2012, $7.4 million in 2013, $5.4 million in 2014 and $5.2 million in 2015. The City is authorized to issue bonds to reimburse itself for payments made pursuant to successful tax appeals. The City has not authorized the issuance of bonds to fund tax appeals since 2012. See "CITY INDEBTEDNESS AND DEBT LIMITS – Exception to Debt Limit - Real Property Tax Appeal Refunding Notes" herein.

On September 14, 2016, the City adopted a special emergency appropriation of $5 million for the preparation and execution of a complete program of revaluation of real property for the use of the local assessor.

The following table sets forth the amount of taxes levied in each year and the amount and percentage of such levy collected or canceled. In addition, the table sets forth the amount and percentage of delinquent taxes from all prior years collected in a particular year, the amount transferred to tax lien, the tax lien balance, and the value of foreclosed property acquired by the City. The tax collection rate in the Calendar Year ending December 31, 2015 was 99.16%.

Analysis of Real Estate Tax Billings and Collections

Tax Billings	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Municipal[1]	$ 229,124,333	$ 230,850,029	$ 230,843,162	$ 210,197,174	$ 210,405,768
School	116,490,978	114,923,807	114,105,988	112,329,149	109,793,522
County	106,716,687	104,672,969	97,852,919	97,428,307	92,235,470
Total Billings	452,331,998	$ 450,446,805	$ 442,802,069	$ 419,954,630	$ 412,434,670
Taxes Collected	448,547,898	444,300,251	439,100,320	416,731,470	406,028,302
Percent Collected	99.16%	98.64%	99.16%	99.23%	98.45%
Taxes Canceled or Remitted	3,316,205	6,720,278	2,606,875	603,231	3,451,205
Delinquent Taxes Collected, Including Liens	1,461,339	912,146	1,027,576	2,180,348	3,378,322
Total Current and Delinquent Collected	451,864,103	445,212,397	440,127,896	418,911,818	409,406,624
Percent Collected[2]	99.89%	98.84%	99.40%	99.75%	99.27%
Delinquent Tax Balance Current Year	467,897	715,416	201,344	270,070	1,952,065
Prior Year's Tax Balance	3,660,742	2,768,273	2,566,929	2,379,507	799,556
Taxes Receivable Balance	3,125,278	3,660,742	2,632,909	2,649,577	2,751,621
Transferred to Tax Title Liens Current Year	265,880	39,202	65,980	16,399	1,003,188
Tax Title Lien Balance	659,482	422,969	326,028	114,206	1,468,623
Foreclosed Property Balance	1,680,900	1,455,500	1,591,500	1,652,600	2,258,000

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City.
(1) Includes Minimum Library Tax of $6,574,673 for 2015, $6,190,185 for 2014, $5,901,949 for 2013 and $6,209,626 for 2012.
(2)Includes receipts and balances of current taxes, delinquent taxes and tax title liens.

The ten entities that paid the most real property taxes in 2016 do not, in the aggregate, exceed 10.5% of the total levy. Listed below are the taxpayers whose property has the greatest assessed valuations in the City.

Ten Largest Assessed Valuations in the City

Name	Type of Business	2016 Assessed Valuations
NC Housing Associates	Office	$ 132,666,800
Cali Harborside Associates	Office	120,092,000
101 Hudson St. Associates	Office	90,855,800
Newport Centre, LLC (Indianapolis)	Shopping	58,088,000
MEPT Newport Tower	Office	45,000,000
John Hancock Life Insurance	Office	43,490,400
70 Columbus Urban Renewal, LLC	Office	42,775,100
Newport Center (Rego Park)	Mixed – Retail, Office, Hotel	39,253,400
WELLS REIT	Office	35,625,000
Grove Pointe, U.R.	Mixed – Retail, Office, Residential	34,512,100

Tax-Exempt Properties

As of January 30, 2016, approximately 18.75% of the total assessed value of the City's real property was exempt from real property taxation. However, this number does not include certain service charges for PILOTS.

Tax-Exempt Properties in the City

	2016 Assessed Valuation
Public Schools	$ 300,113,700
Schools Other Than Public	74,659,600
Public Property	1,344,256,600
Church and Charities	250,311,350
Cemeteries	35,220,800
Other Exempt Properties	2,591,095,100
	$ 4,595,657,150

Source: The City of Jersey City, Office of the Tax Assessor.

Properties in Tax Abatement

Under the provisions of State law, the City may abate the taxes payable on newly constructed commercial and residential properties. The owners of such properties generally pay taxes on the value of the land on which the property is located but, pursuant to agreements with the City, pay payments-in-lieu-of-taxes ("PILOTs") on the value of the improvements on the property instead of taxes. Such abatements are used as an incentive to encourage development in areas within the City. State law provides different abatement programs for commercial and residential development. The law allows a 15-year abatement period during which the taxes on the improvements on property could be abated and PILOTs charged instead. The PILOTs for commercial properties were based on the construction cost of the property (initially 2% of the costs) or on the revenues received from leasing of the property. The law also allows for a 5-year short-term abatement period in which PILOTs are based on a percentage of what the tax bill otherwise would have been. Residential property is eligible for a 30-year abatement period and the PILOTs for residential property are based either on the sale price of the property (if condominiums are involved) or the rent roll (for a rental property). In April 1992, the law was amended to allow an abatement period of up to 30

years for commercial property, also during which PILOT payments are the higher of an amount based on construction costs and a percentage of the taxes that would have been payable. However, the City has made it a policy to only grant 30 year abatements for affordable housing projects.

In addition to the difference between the amount of a PILOT and the amount of taxes, PILOTs differ from taxes in two other ways. First, PILOTs are paid to the City and no portion of the PILOT is payable to the County or the School District. Second, there is no incentive for a property owner to appeal the assessed value of the property while it is subject to abatement. Therefore, it is not clear whether the assessed value determined during the abatement period will be appealed when the property is no longer subject to abatement. When the abatement period ends, the property becomes subject to taxation on both the land and improvements. See "CITY ECONOMIC AND DEMOGRAPHIC INFORMATION" and "ECONOMIC DEVELOPMENT" herein.

The City's authority to enforce payments in lieu of taxes and the remedies available to it for delinquent payments are the same as those for real property taxes, including sale of liens and foreclosures. In addition, the City may revoke the taxpayers' ability to make payments in lieu of taxes. Further, the City has engaged the services of several independent accounting firms to review the records of properties in abatement to ensure the accurate reporting of development costs upon which payments in lieu of taxes are calculated.

Municipal Revenues From Payments In Lieu Of Taxes (PILOT)
On Properties In Tax Abatement

Year Ending	PILOT Revenue
December 31, 2015	$130,861,698
December 31, 2014	121,966,019
December 31, 2013	122,615,865
December 31, 2012	115,715,886
December 31, 2011	100,077,085

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City

The estimated development cost of the 35 major commercial properties currently covered by abatements exceeds $3 billion.

Listed below are the five entities which were responsible for the highest PILOT payments in Calendar Year 2015.

Five Largest PILOT Payers

Name	Calendar Year Payment Amount
K. Hovanian@77 Hudson Street	$ 4,970,350
GSJC 30 Hudson Street UR	4,436,021
Vector I	4,358,217
Port Liberte II	3,902,125
James Monroe	3,575,931
TOTAL	$ 21,242,644

Source: Derived from the Calendar Year 2015 Audited Financial Statements of the City.

Delinquent Taxes

Delinquent taxes can be anticipated only to the extent of the last preceding year's delinquent tax collection percentage.

The following chart shows the amount and percentage of delinquent taxes budgeted for collection by the City and the amount and percentage of delinquent taxes which were actually collected in such fiscal year, for the last five years. The amount of delinquent taxes represents an aggregate amount of unpaid taxes for all prior years.

Delinquent Taxes and Tax Title Liens

Year Ending	Balance of Delinquent Taxes at Start of Year	Budgeted Amount of Delinquent Taxes to Be Collected	Percent of Delinquent Taxes Budgeted to be Collected	Amount of Delinquent Taxes Collected	Percent of Delinquent Taxes Collected
December 31, 2015	$3,125,278	$2,100,000	0.67%	$1,461,339	0.47%
December 31, 2014	2,768,273	851,494	0.31%	912,146	0.33%
December 31, 2013	2,649,577	342,386	0.13%	1,027,577	0.39%
December 31, 2012	2,751,621	1,889,554	0.69%	725,068	0.26%
December 31, 2011	1,653,813	3,676,758	2.22%	3,378,322	2.04%

Source: Derived from the Calendar Year 2015 Audited Financial Statements of the City.

The City currently reviews the status of real property with outstanding delinquent taxes to institute a more rapid disposition of property through foreclosure and sale. The City usually sells tax liens annually at auction and retains unsold liens. In 2014 and 2015 the City sold an aggregate of $14,805,574 and $23,996,324 of tax title lien certificates, respectively.

Property Tax Reform

In recent years, the New Jersey Legislature has considered various proposals to lessen the dependence of local governments on property taxes and to find alternative means to fund vital governmental services.

On July 13, 2010, the Governor approved legislation which, in addition to the "Cap Law" described under "THE CITY OF JERSEY CITY - Limitation on Expenditures" above, amends the property tax levy cap that was initially enacted in 2007. This law puts a limitation of 2% on the property tax levy set in the annual budget. The law allows for exclusions for capital expenditures, debt service, increases in pension contributions and accrued liability for pension contributions in excess of 2%, and increases in health care costs in excess of 2%. This limitation may be exceeded by approval of an affirmative vote in excess of 50% of the people voting at a special referendum held for such purpose.

The tax levy limitation does not limit the obligation of the City to levy ad valorem taxes upon all taxable real property within the City to pay debt service on the Notes.

Any legislation or constitutional amendments which alter the existing system of real property taxation in New Jersey may adversely affect the security and/or market value of bonds, notes and other obligations of counties and municipalities (such as the City).

State Aid Programs

The State of New Jersey provides financial support to local governments and school systems through various programs aimed at reducing reliance on the local property tax base. As described below, the City received or receives (i) urban enterprise aid, (ii) aid on distributed tax and (iii) aid on State reimbursement for certain

categories of taxpayers. The State maintains a variety of smaller programs of grants-in-aid to municipalities in such fields as housing, neighborhood preservation, health, and social services, and has assumed funding of other programs previously financed by the City, thereby relieving the City from funding such costly programs. The City is allowed a credit for certain administrative charges under Federal programs.

Urban Enterprise Zone Funds. Under the State's Urban Enterprise Zone program which is administered by the State Department of Commerce and Economic Development, Division of New Jersey Urban Enterprise Zones, three percent (3%) of the sales tax levied by the State on certain specified goods and services paid by certified businesses operating within specially-created urban enterprise zones is paid into a segregated account within the State's Zone Assistance Fund for the benefit of the municipality in which the zone is located. To encourage businesses to locate in urban enterprise zones, the State exempts certified urban enterprise zone businesses from State sales taxes on equipment and supplies utilized in daily operations, as well as building materials. Monies held for the account of a municipality within the Zone Assistance Fund may be used to pay for capital projects or municipal services, following the filing of an application by the municipality and approval of the application by the members of the State Urban Enterprise Zone Authority.

One-third of the City's total acreage qualifies as a State-approved "urban enterprise zone". The City's urban enterprise zone incorporates the major retail corridors located within the City, as well as its primary commercial and industrial areas. In the past, the City utilized the funds it has received under the State Urban Enterprise Zone Program for capital improvements, economic development, redevelopment, special improvement districts and business improvement districts. However, the City has not received any funds since 2009 due to State budgetary constraints.

Distributed Taxes. The State collects various taxes for distribution to local governments. Of these, Energy Receipt Tax (formerly known as Public Utilities Franchise and Gross Receipts Taxes) and Consolidated Municipal Property Tax Relief Aid are the two largest programs of State Aid in New Jersey and the major sources of state aid to the City. The energy receipt tax represents taxes received by the State on properties and right-of-ways owned by public utilities. These funds are disbursed to municipalities based on a formula reflecting such property located within each municipality. The consolidated municipal property tax relief aid, created in fiscal year 1996, consolidated 14 separate state programs (i.e., urban aid, business personal property tax replacement aid and municipal revitalization aid) into a single aid program. Building Aid Allowance for School represents state aid to support the public educational programs in the City including aid on facilities construction and improvements.

The chart below provides the amount of State aid received by the City in the last five fiscal years. Certain State aid is required to be withheld by the State Treasurer and paid to the paying agents for certain bonds of the City in an amount sufficient to pay debt service on such bonds. See "CITY INDEBTEDNESS AND DEBT LIMITS — Municipal Qualified Bond Act" and "– School Qualified Bond Act" herein.

State Aid to Jersey City

	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
Urban Enterprise Zone Funds	$ -	$ -	$ 501,725	$ 2,010,808	$ 9,692,508
Energy Receipt Tax	53,091,740	52,031,160	51,682,679	50,317,698	47,991,697
Building Aid Allowance for School[2]	4,569,847	4,709,375	5,475,816	5,648,572	8,298,847
Consolidated Municipal Property Tax Relief Act	10,752,945	11,813,525	12,162,006	13,526,987	15,852,988
TOTALS:	$68,430,369	$ 68,554,060	$ 69,822,226	$ 71,504,065	$ 81,836,040

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City.
(1) Supplemental School Tax Relief allows state-operated schools to reduce the tax levy for school purposes.

Tax Exemption Reimbursement. The State reimburses municipalities for the full cost of mandated property tax deductions and exemptions for certain categories of taxpayers. For Fiscal Year 2011, the State reimbursed the City for seniors/veterans/disabled citizens in the amount of $794,696. For the calendar years ending December 31, 2012, December 31, 2013, December 31, 2014 and December 31, 2015, the State reimbursed the City $708,973, $653,544, $408,960, $516,989, respectively.

Summary of State/Federal Aid to School Districts

In 1973, the Supreme Court of the State ruled in Robinson v. Cahill that the existing method of financing, school costs principally through property taxation was unconstitutional. Pursuant to the Supreme Court's ruling, the State Legislature enacted the Public School Education Act of 1975 (P.L. 1975, Ch. 212) which required funding of the State's School Aid through the New Jersey Gross Income Tax Act (P.L. 1975, Ch. 47) enacted for the purpose of providing property tax relief.

On June 5, 1990, the Supreme Court ruled in Abbott v. Burke, that the school aid formula enacted under the Public School Education Act was unconstitutional as applied. The Court found that poorer urban districts were significantly disadvantaged under that school funding formula because school revenues were derived primarily from property taxes. The Court found that wealthy districts were able to spend more, yet tax less for educational purposes.

The Quality Education Act of 1990

The Legislative response to Abbott v. Burke was the passage of the QEA (P.L. 1990, C. 52), which was signed into law on July 3, 1990. This law established a new formula for the distribution of State aid for public education commencing with the 1991-92 fiscal year. The law provided a formula that took into account property value and personal income to determine a district's capacity to raise money for public education. A budgetary limitation or "CAP" on expenditures was also provided in the law. The "CAP" was intended to control the growth in local property taxes. The QEA was amended and revised by Chapter 62 of the Pamphlet Laws of 1991 of New Jersey, effective March 14, 1991 and further amended by Chapter 7 of the Pamphlet Laws of 1993 effective December 14, 1993.

On July 12, 1994, the Supreme Court of New Jersey declared the school aid formula under the QEA, as amended, unconstitutional on several grounds as it is applied to the 30 special needs districts designated by the State in ongoing litigation commonly known as Abbott v. Burke II. The City's school district is a special needs district. No specific remediation was ordered, but the Supreme Court ultimately held that the Legislature and the Governor were required to have a new funding formula in effect by December 31, 1996, so that the new formula would be implemented in the 1997-98 fiscal year.

Comprehensive Educational Improvement and Financing Act of 1996

In keeping with the Supreme Court's deadline, Governor Christine Todd Whitman signed into law on December 20, 1996, the *Comprehensive Educational Improvement and Financing Act of 1996* ("CEIFA"). CEIFA affects how public schools are funded by the State, beginning in the 1997-98 fiscal year.

CEIFA departs from other funding formulas adopted in New Jersey by defining what constitutes a "thorough and efficient" education, which is what the New Jersey Constitution requires every public school student to receive. CEIFA further establishes the costs to provide each student with an education that is "thorough and efficient."

In defining what constitutes a "thorough" education, the New Jersey State Board of Education adopted a set of Core Curriculum Content Standards. The purpose of these standards is to provide all students with the knowledge and skills that will enable them to be productive citizens when they graduate from any New Jersey high school, regardless of the school's location or socioeconomic condition. CEIFA provides State aid assistance in the form of Core Curriculum Standards Aid based on a school district's financial ability to raise sufficient tax revenue for its students to achieve the Core Curriculum Content Standards.

The definition of an "efficient" education under CEIFA determines the cost to provide each student with an education that fulfills the requirements for the Core Curriculum Content Standards. The efficiency standard defines such things as optimal class size, administrators/teachers per student, schools per district, and the types and amount of classroom supplies, services, and materials. CEIFA establishes an approximate amount per student to educate each student at various grade levels in the Core Curriculum Content Standards. This amount will be adjusted biennially for inflation by the consumer price index.

In determining how much Core Curriculum Standards Aid a school district will receive, CEIFA considers each school district's financial ability to fund such a level of education. This component of CEIFA is referred to as the local share requirement, namely, the amount of taxes that a school district can raise relative to other school districts based on property wealth and income levels. The purpose of the Core Curriculum Standards Aid is to provide school districts with adequate State assistance that is proportionate to their ability to pay. The purpose of this type of aid is to ensure that all school districts have the economic ability to provide their students with the ability to achieve the Core Curriculum Content Standards. In addition to the Core Curriculum Standards Aid, CEIFA also provides per pupil assistance from the State for special education, early childhood programs, demonstrably effective programs, instructional supplement, bilingual education, county vocational schools, and distance learning network. For Fiscal Year 2015-2016, the school district received Equalization Aid (formerly known as Core Curriculum Standards Aid) in the amount of $270,661,365.

Another form of aid that is provided by CEIFA is school facilities aid. During the 1997-1998 fiscal period, this type of aid was provided to those school districts that qualified for aid under the QEA. The amount of school facilities aid that the State provided during the 1997-98 fiscal year was determined by the amount budgeted in the approved State budget.

Beginning in the 1998-99 fiscal year, State aid for school facilities was supposed to consist of a ratio that divides (i) the amount of debt service or the amount of facilities rent for lease terms that exceed five years required to be budgeted for a fiscal period into (ii) the costs that are approved by the New Jersey Department of Education for a proposed building or renovation project. The approved facility costs under CEIFA have not yet been determined. CEIFA required the governor to submit to the legislature 60 days prior to the 1998 budget address, criteria for determining approved facilities costs, State support levels, and maintenance incentives applicable to the 1998-99 fiscal period. The Legislature enacted and the Governor signed into law the Educational Facilities Construction and Financing Act ("EFCFA"), constituting Chapter 72 of the Pamphlet Laws of 2000, effective July 18, 2000. That law provides full funding for qualified costs of facilities required for Abbott Districts and funding for qualified costs of facilities for all other districts in an amount equal to the ratio between their core curriculum facilities aid and their T&E budget times 115% or 40% of the qualified costs, whichever is greater. In lieu of debt service aid, school districts may receive grants for the State share of the project and authorize bonds only for the local share of the project. School districts may receive debt service aid under that formula for certain projects begun prior to the effective date of the law. On December 28, 2000, a Complaint was filed in the Superior Court of New Jersey challenging the authority of the Economic Development Authority under the State Constitution's Debt Limitation clause to issue bonds secured by a contract with the State Treasurer, the funding of which is subject to annual appropriation, and requesting that the Court grant an injunction restraining the State and the New Jersey Economic Development Authority from issuing bonds to fund the State's financial obligation under the Educational Facilities Construction and Financing Act. On January 24, 2001, the Superior Court of New Jersey granted the State's motion to dismiss the case as a matter of law. The Plaintiff filed a notice of appeal on February 5, 2001.

CEIFA also limits the amount school districts can increase their annual current expenses and capital outlay budgets. Generally, these budgets can increase by either 3% or the consumer price index, whichever is greater. Budgets can also increase because of certain adjustments for enrollment increases, certain capital outlay expenditures, pupil transportation costs, and special education costs that exceed $40,000 per pupil. Waivers are available from the Commissioner based on increasing enrollments and other fairly narrow grounds or by approval of the voters at the annual school election.

Under CEIFA, rent payments made pursuant to a facilities lease purchase agreement for a term that exceeds five years are treated as debt service. Such rent payments are not included in the spending limits and receive aid at the same level as debt service. Rent payments under a facilities lease with a term of five years or less are budgeted in the general fund and are subject to a school district's spending growth limitation amounts under CEIFA.

On May 14, 1997, the New Jersey Supreme Court held that CEIFA is unconstitutional as applied to the 28 special needs districts because (1) its funding provisions fail to assure that students in such districts will receive a thorough and efficient education and (2) supplemental programs to increase student performance in such districts have neither been adequately identified nor funded. The Court recognized the Core Curriculum Standards as a valid means of identifying what is a "thorough and efficient" education under the State Constitution, but found that the State did not adequately determine or provide the adequate funding level to allow those standards to be met in the special needs districts. CEIFA was not held unconstitutional as applied to the non-special needs districts. The School District is not a special needs district.

The Court ordered the State (1) to increase State aid to the special needs districts for the 1997-98 school year to a level such that the per-pupil expenditure in such districts is equivalent to the average per-pupil expenditure in wealthy suburban districts, (2) through the Commissioner, to manage the additional spending to assure that it will be used to allow the students to meet the educational content standards and (3) under the supervision of the Superior Court, Chancery Division, to determine a plan to provide supplemental educational and facilities programs in the special needs districts.

Provisions for the additional amounts of money were appropriated in the 1997-98 State budget. The Court has ruled that the Commissioner and the State Department of Education will be responsible for maintaining the educational system in accordance with the orders of the Court.

In response to the Court's order and in an attempt to remedy inadequacies that exist in the safety, the quality and the utility of state-wide school facilities, the New Jersey Legislature enacted the EFCFA. See "Summary of Educational Facilities Construction and Financing Act" herein. The EFCFA provides certain levels of funding for facilities' improvements for both special needs and non-special needs districts. Under EFCFA, special needs districts will receive State funding of 100% of the eligible costs of a school facilities project. The State will provide non-special needs districts with facilities aid of at least 40% of the eligible costs of a school facilities project. A non-special needs district must elect to receive its level of facilities aid in either the form of a grant or ongoing annual debt service aid.

On June 27, 2001, the Superior Court of New Jersey, Appellate Division, affirmed the trial court's decision that no public referendum is required for the State's bonds under the EFCFA. By a 2-to-1 majority, the Appellate Division held that the Debt Limitation Clause of the State Constitution is not violated by the EFCFA. On appeal, the New Jersey Supreme Court held that the EFCFA and its provisions authorizing the EDA's issuance of bonds do not violate the Debt Limitation Clause of the State Constitution.

On June 24, 2004, the Legislature enacted amendments to CEIFA, which amendments impose strict limits on annual increases in their operating budgets. Commencing with the 2005-06 school year, boards of education will be required to submit proposed budgets in which the advertised per pupil administrative costs do not exceed the lower of (i) the prior year per pupil administrative costs for the district's region inflated by the greater of 2.5% or the "cost of living" (defined as the average annual increase in the consumer price index for the New York City and Philadelphia areas) and (ii) the district's per pupil administrative costs, increased (by up to the greater of 2.5% or the cost of living) by such additional costs as may be approved by the Commissioner of Education due to increases in enrollment, administrative positions necessary as a result of mandated programs, administrative vacancies, nondiscretionary fixed costs, and such other items as may be permitted by regulation (provided, that for the 2005-06 school year the amount in clause (ii) shall instead be the per pupil administrative cost limits for the district's region as determined by the Commissioner of Education). Various existing limitations on budget increases were amended from the greater of 3% or the consumer price index to the greater of the cost of living or 2.5%. Under this amendment, proposals to exceed these limits cannot (i) include any new programs and services necessary for students to achieve the thoroughness standards established pursuant to CEIFA, (ii) include any programs or services that were included in the prior year's budget unless approved by the Commissioner, and (iii) be submitted to the voters or the board of school estimate if the county superintendent of schools determines that the district has not implemented all potential efficiencies in the administrative operations of the district. This bill also reduces the amount of surplus that may be maintained by a school district from 6% to 2% (2% for the 2005-06 school year) of the general fund balance.

Summary of Federal Aid to School Districts

Federal funds are available for certain programs approved by the federal government with allocation decided by the State, which assigns a proportion to each local school district. The Elementary and Secondary Education Act, as amended by the Improving America's Act of 1994 is a federal assistance program for which a school district qualifies to receive aid. A remedial enrichment program for children of low income families is available under Title I Aid. Federal aid is generally received in the form of block grants.

Welfare

The State pays the entire nonfederal share of Medicaid. As of July 1, 1991, the State also assumed one hundred percent of the costs of the nonfederal share of federal welfare programs managed by County governments and one hundred percent of the costs of General Assistance, the program of financial aid to needy people who are not otherwise provided for under New Jersey Laws that is managed by municipalities. Thus, New Jersey municipalities have no financial obligation for these programs.

As of January 1, 1999, the City consolidated the General Assistance Program into the County's Welfare Program, as permitted by State Law, and has retained its case records per State mandate.

Transit

The subsidization of public mass transit is the responsibility of the State. Municipalities are not required to make financial contributions.

Higher Education

The State subsidizes the system of State colleges and universities, with no municipal financial obligation. County colleges are supported by county governments with State assistance. Municipalities have no financial responsibility for the county college system.

Medical Care Services

The Jersey City Medical Center, which is an established New Jersey not-for-profit medical and health care corporation, provides certain hospital and medical care services for persons residing in the City and in the adjacent communities. For many years, the City provided direct and indirect financial assistance to the Jersey City Medical Center. The several agreements and programs have generally been consolidated. The City assisted the Jersey City Medical Center in the development and construction of a new hospital and medical care facility located at Grand and Jersey Avenues in the City. The City made a capital contribution of $12,000,000 for the acquisition of the real property for the new hospital and for certain preliminary development expenses. This contribution was funded through the issuance of serial bonds. The new medical center has an obligation to provide hospital and certain medical care services for all persons residing in the City regardless of their ability to pay. The operating and debt service expenses for the new facility are being met through Federal and State health care payments and third-party reimbursements.

CITY EXPENDITURES

The City has historically spent the largest percentage of its operating budget on public safety and statutory expenditures. For Calendar Year 2015, appropriations for public safety personnel equaled 32% of the budget and statutory expenditures were 9% of the budget as adopted. The remaining 59% of the municipal budget was appropriated for the legal, financial and administrative management of the City, and the provision of public works, human resources, recreation and housing and development services and programs.

CAPITAL IMPROVEMENT PROGRAM

The City maintains and continuously reviews a six-year program for capital improvements. Priority within the program is given to the maintenance of the existing infrastructure, to completion of projects under construction

and to projects deemed necessary to the economic strength of the City. For the calendar years 2016 to 2021, inclusive, the City expects to appropriate approximately $25 to $35 million annually for capital projects for the City. The City anticipates the funding of these projects to be provided through the future sale of notes or bonds and grant programs.

Major projects of the general capital program of the City for the calendar years 2016 to 2021, inclusive, are: acquisition of new fire apparatus and public works equipment and machinery; continued development of recreation facilities building reconstruction; acquisition and installation of new computer systems; street resurfacing and widening; construction of a new police precinct building; cleaning and re-lining the City's 150-year-old aqueduct system; improvements to public libraries; bridge improvements; and sewer reconstruction. The City estimates that its funding needs to meet general capital improvement program objectives (excluding water utility payments) for the six-year period will be $205 million. The City is also making major infrastructure improvements, including the construction of new water and sewer lines and roads in connection with major development projects in the City. See "CITY ECONOMIC AND DEMOGRAPHIC INFORMATION" and "ECONOMIC DEVELOPMENT" herein. Many of these projects will be financed primarily through direct developer contributions or local improvement assessments.

THE WATER SYSTEM

Background

Prior to the reorganization of the Municipal Utilities Authority, the City operated the Water System as a self-liquidating utility within the City's budget. The City determined that it was in the best interest of the users of the Water System to reorganize the Jersey City Sewerage Authority as the Jersey City Municipal Utilities Authority to operate both the Sewerage System and the Water System, creating economies for both systems. On January 15, 1998, the Municipal Utilities Authority assumed the operation, maintenance and management of the Water System, subject to the short-term private operating agreement then in existence between the City and United Water. The agreement with the MUA was subsequently amended and extended to run through December 31, 2027 in order to better plan for long term improvements and operations. The City will continue to be responsible for the financing of all extensions and improvements to the Water System, but the Authority has assumed the responsibility for the payment of debt service on any future bonds issued by the City for such purposes as well as the responsibility for payment of debt service on the outstanding bonds of the City issued to finance the Water System. Debt service on the First Lien City Water Obligations has previously been paid from revenues collected by the City in connection with the use of the Water System.

General Description

The Water System consists of five major components, impoundment, water treatment facilities, water transmission facilities, water distribution facilities and land. Much of the Water System is located outside City limits. All of the water for the City is supplied by the Boonton Reservoir which is located in the Town of Boonton and the Township of Parsippany-Troy Hills, Morris County, New Jersey. The Splitrock Reservoir, located in the Township of Rockaway, Morris County, New Jersey is an emergency source of water. A water treatment plant, located next to the Boonton Reservoir was completed in 1978. The water treatment plant capacity is 80 million gallons per day ("MGD"). Its current peak usage is 60 MGD while its average usage is 45 MGD and its safe yield is 56.8 MGD. Water is conveyed from the Boonton Reservoir by an extensive gravity piping and tunnel system, approximately 23 miles in length, to the City's Reservoir Tank at the end of Troy Street in the City. The distribution system consists basically of the Troy Street Pump Station and adjacent Reservoir Tank and the piping network that supplies water throughout the City. Each residence or apartment unit and business concern in the City must be connected to the Water System. The City owns over 2,500 acres of land related to the Water System.

United Water is responsible for the full operation of the Water System under a contract with the MUA expiring March 31, 2018, and currently bills all of the users of the Water System. The City has estimated that economic benefits will be derived from the privatization of the operation of the Water System over the term of the contract with United Water (which ends in 2018) due to the sale of excess water to United Water, anticipated savings in costs of operations, anticipated increases in revenues from the Water System due to repairs of leaking pipes, and improvements in billing and collection. Upon expiration of the current contract with United Water, it is

expected that the Authority will use its resources and personnel to operate the Water System or enter into a similar short-term private operating agreement. The Authority does not expect that, after the expiration of the operating contract with United Water, the cost to the Authority of either operating the Water System or entering into a similar short-term operating agreement will be significantly greater than the annual service fee currently paid by the MUA to United Water.

Water Rate Covenant

Under the terms of the Water System Service Contract, the Authority has covenanted to make, impose, charge and collect Water Service Charges in each fiscal year in accordance with the provisions of the Act so that Water Revenues for each fiscal year will be at least sufficient to pay (a) Water Operating Expenses in such fiscal year, (b) all interest on and principal of all Water Bonds and the City Water Bonds (as defined in the Water System Service Contract) as the same shall become due and payable without recourse to or withdrawal from the Water Bond Reserve Fund, (c) payments to the City required under the Water System Service Contract, and (d) all other amounts that are required to be paid pursuant to the Water System Service Contract. Water Revenues include any excess sewer revenues anticipated to be available for deposit in the Water Revenue Fund established by the Water System Service Contract.

PENSION FINANCING

Substantially all City employees who are eligible for pension coverage are enrolled in either a State or City administered retirement plan.

State Plans

The three State-administered plans are the Public Employees' Retirement System, the Consolidated Police and Firemen's Pension Fund and the Police and Firemen's Retirement System. The Public Employees' Retirement System includes all non-uniformed City employees who are not eligible for enrollment in the City's Municipal Employees' Pension Fund. The Consolidated Police and Firemen's Pension Fund includes uniformed employees who were employees before 1944, while the Police and Firemen's Retirement System enrolls all uniformed employees who began employment after 1944.

The Division of Pensions in the State Department of Treasury administers the plans and charges municipalities annually for their respective contributions. The charges are based on actuarial valuations. The City pays such charges on a monthly basis.

City Plans

All permanent City employees who are age 39 or younger when commencing employment with the City are required to enroll in the Employees' Retirement System of the City as of date of hire. All temporary employees who are age 39 or younger when commencing employment with the City are required to work one year before they are enrolled in the Employees' Retirement System of the City which is administered by a Pension Commission consisting of the Mayor, Chief Financial Officer, two elected employee representatives, and one appointed citizen member. Buck Consultants an ACS Company, serves as consulting actuary ("Actuary") for the system. In its latest report dated January 1, 2016, the Actuary reported:

GASB Statement No. 27 only requires valuation be performed every two years. The Annual Recommended Contributions payable for calendar years 2016 and 2017 are as follows:

	December 31, 2016	December 31, 2017
Normal Contribution[1]	$ 1,667,756	$ 1,734,467
Accrued Liability contribution	7,173,577	7,459,249
Total contribution	$ 8,841,333	$ 9,193,716

[1]The Normal Contribution amounts are 4.99% of estimated salaries of $33,421,968 and $34,758,847 for the 2016 and 2017 calendar years respectively. The actual normal contribution to the trust should be 4.99% of Actual salaries for each year.

Three other City pension plans are not maintained on an actuarial basis, but the City appropriates funds annually as required to provide benefit payments for the year. The plans are Employees' Non-Contributory Pension, Pensioned Employees and Payments to Widows and Dependents – Members of Police and Fire Departments.

In December 1996, the City received a bill from the Police and Firemen's Retirement System (PFRS) for approximately $18,500,000 to pay for accrued pension liability due to an early retirement incentive program established in 1994. Legislation (P.L. 2002, c.42) was enacted that permitted the City to sell refunding bonds pursuant to the Local Bond Law to retire the present value of the unfunded accrued liability to PFRS. With an approval from the Local Finance Board, the City financed said liability through the issuance of $23,595,000 Pension Obligation Refunding Bonds Series 2003A dated January 15, 2003 (Federally Taxable) and $17,456,000 Pension Obligation Refunding Bonds Series 2003B dated March 15, 2003 (Federally Taxable).

The following table shows the City's contributions to the respective pension systems for the last five years.

City Contributions to Employee Pensions

	December 31, 2015	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011
State of New Jersey					
Public Employees' Retirement System	$ 2,767,829	$ 2,157,151	$ 2,483,300	$ 2,526,878	$ 2,540,841
Consolidated Police and Firemen's Pension Fund	46,592	46,544	167,303	167,303	128,541
Police and Firemen's Retirement System of New Jersey	34,790,479	33,941,159	34,982,452	33,343,616	39,372,827
City of Jersey City					
Municipal Employees' Pension Fund	7,782,323	7,500,558	8,413,998	8,090,382	7,307,923
Employees Non-Contributory Pension (R.S. 43:8 B-1)	246,020	220,800	225,000	225,000	238,000
Pensioned Employees (R.S. 43:4-1)	65,000	69,600	72,000	72,000	99,972
Payments to Widows & Dependents-Members of Police & Fire Depts.	780	720	720	720	720
TOTAL	$ 45,699,023	$ 43,936,532	$ 46,344,773	$ 44,425,899	$ 49,688,824

Source: Derived from the Calendar Year 2011-2015 Audited Financial Statements of the City

Post-Employment Benefits

The City provides eligible retirees with medical, prescription drug and life insurance benefits. Based on an assumed discount rate of 4.50%, as of June 30, 2015 the Unfunded Actuarial Accrued Liability for such post-employment benefits was $976,949,569, and the Annual Required Contribution was as follows:

Normal Cost	$35,135,265
Annual Amount Toward Unfunded Actuarial Accrued Liability	57,393,724
Annual Required Contribution	$92,528,989
Less: Actuarial Determined City Contribution (Estimated)	26,167,422
Net Increase	$66,361,567

See Note G to the audited financial statements for a more detailed discussion of the City's post-employment benefits.

INSURANCE

Insurance Fund Commission

The Jersey City Insurance Fund Commission was established in 1984 pursuant to N.J.S.A. 40A:10-1, *et seq*. The members of the Commission are the City's Business Administrator (who serves as Chairperson) and two members of the Municipal Council. All insurance upon property owned or controlled by the City or any of its departments, boards, agencies or commissions, is required to be placed and effected by the Commission. The powers of the Commission are statutory and include the power to invest the funds and all additions and accretions thereto in such securities as they shall deem best suited for the purposes of the statute; keep on hand at all times sufficient money, or have the same invested in such securities as can be immediately sold for cash, for the payment of losses to any buildings or property of the City, or liability resulting from the operation of publicly owned motor vehicles, equipment or apparatus; and fix reasonable rates of premium for all insurance carried by the insurance fund, and shall effect all insurance in the insurance fund or with any insurance company or companies authorized to do business in this State.

LITIGATION

General

The City, its officers and employees are defendants in a number of lawsuits including, but not limited to, lawsuits arising out of alleged torts, alleged breaches of contract and alleged violations of civil rights. The City is also engaged in activities, such as police protection and public works construction, which could result in future litigation with a possible significant monetary exposure to the City.

Based upon the information available to date, it does not appear that any individual lawsuit or the cumulative effect of these lawsuits will impair the City's ability to pay any judgments or settlements in an orderly manner, since the likelihood is that the amount of any judgments and eventual settlements will be much less than the amount claimed, and payments can be spread over two or more fiscal years. Because many lawsuits are still in the discovery stage, the Corporation Counsel is unable to determine the probability of a successful defense to them at this time.

The City self-insures against tort claims, which include general liability, automobile liability, employment practices, public officials and police professional and workers compensation lawsuits. The self-insured retention depends upon the date of incident and which of two excess policies provides coverage.

Pending Litigation

The following information has been compiled as of October 2016. The cases listed below have a potential monetary exposure in excess of $500,000.00.

Valerie Montone v. Jersey City Police Department et al. A complaint by a police sergeant , now retired, alleging that the chief of police did not promote her because of her political affiliation and her gender. Summary Judgment was granted to the defendants on both the State and Federal claims, however the District trial court order was reversed by the 3rd Circuit Court of Appeals and the Superior Court orders were reversed by the Appellate Division and the matter remanded for trial. The State law claims are consolidated in federal court. Although the reversal of the orders for summary judgment is a serious setback for the defendants, the City of Jersey City and the individual defendants (former Mayor Healy and former Chief of Police Troy) are prepared to defend this lawsuit on the merits. There is a significant monetary exposure for economic damages and attorney fees. Most recently, at a conference before the Federal trial judge, the plaintiff's attorney made an "informal" demand, $5,000,000.00 to settle both the State Court and Federal Court claims, inclusive of attorney fees. The Federal Court will attempt to effectuate a settlement. If that fails, the case will be listed for trial.

Astriab et al v. City of Jersey City. Companion case to Montone (above). Eight other sergeants allege that because Montone was wrongfully not promoted to Lieutenant, they could not be promoted since they were behind her on the promotion list. They claim the difference in pay and benefits between what they contend they would have received if they had been promoted and what they actually have received, including pay, benefits and pension contributions/value. These claimed damages continue to accrue as the case proceeds. Same procedural history as Montone (above). Although the Summary Judgment obtained in this case was reversed, the defendants maintain that the defenses to the plaintiffs' claims are viable and the case will be defended on its merits. Plaintiffs also claim attorney fees and back pay. If they prevail, the combined award could exceed $800,000.00.

Anderson v. Bryant and City of Jersey City. Auto accident case, in which the plaintiff suffered serious personal injuries. A bicycle operator alleges that she was struck by a private vehicle operated by a City police officer who had completed his tour of duty and was going to Municipal Court to testify. The City contends that the officer was not in the course of his employment. His personal auto liability insurance carrier settled the claim against Bryant for his personnel auto liability limit ($50,000.00). Our subsequent motion for summary judgment on behalf of the City was granted; the plaintiff appealed and the matter is now before the Appellate Decision awaiting a date for oral argument. Plaintiff claims a permanent inability to work as well as permanent disability. So far her medical expenses have been covered by PLIGA, but she may exceed the limit with future surgeries recommended by her doctors. Attorney claims exposure in excess of $1,000,000.00.

212 Marin Blvd. v. City of Jersey City (Sixth Street Embankment cases). Various lawsuits brought by several entities owning property known as the Sixth Street Embankment, alleging that the City has interfered with their development rights and violated constitutional rights. These matters have been pending for several years despite numerous attempts to achieve a settlement, the plaintiffs have been uncooperative. The City continues to defend against all of the claims. The property has an appraised value in excess of $6,000,000.00.

Felton v. City of Jersey City. A City police sergeant, assigned to work with the State Police investigating gang activity in the City, was alone in his vehicle doing surveillance when he heard the sound of a handgun being "racked". In fear for his life, he fired one shot through his car window and struck the plaintiff in the face, rendering him blind. Criminal charges arising out of this incident were brought against Mr. Felton and he was convicted in the criminal trial. Our motion for Summary Judgment dismissing the complaint was granted and the case was dismissed. Plaintiff has appealed the criminal conviction. If successful, he may move to reinstate the civil action. The potential exposure, if the defendants are found liable for wrongfully causing the plaintiff's blindness, could easily exceed $1,000,000.00.

Realty Appraisal v. City of Jersey City. Plaintiff alleges breach of contract. Discovery is proceeding. Plaintiff claims $1,000,000.00 in damages for services performed and lost profit.

Bruno v. City of Jersey City. Wrongful death and personal injury case. Third person invaded apartment of plaintiff, killed infant and injured occupant. Plaintiff alleges that the City Police Department failed to enforce

restraining order or act on outstanding warrant. Discovery is proceeding. Although the City expects to prevail on the claims, the exposure is significant. Value could exceed $500,000.00.

Mays v City of Jersey City. Mays, the Deputy Tax Assessor, has brought a claim in federal court for race discrimination and retaliation for complaining about race discrimination. She also alleges she is a whistleblower under CEPA. Written discovery is completed, plaintiff has been deposed, and plaintiff's counsel has deposed eight defense witnesses. Discovery ends June 10, 2015. Defendants believe they have a strong chance of prevailing in this matter. However, if plaintiff is able to prove her claims at trial, she could obtain an award of between $200,000.00 - $300,000.00 for her "severe" emotional distress, as well as an attorneys' fees award of between $250,000.00 - $300,000.00. Punitive damages are not likely in this matter.

Anglin et al v. Jersey City Fire Dispatch. Plaintiffs are the Administrators of the Estates of four decedents who died in a house fire and five relatives who claim emotional distress damages from perceiving the death of their family members in the fire. They claim that the Fire Department was sent by the dispatcher to the wrong address thus delaying firefighting activity resulting in the deaths. The City has asserted various immunities and the plaintiffs contend that they have overcome the bar of the immunities. Discovery is in the preliminary states. Exposure for four deaths and three emotional distress plaintiffs could approach $1,000,000.00.

Highsmith et al. v. City of Jersey City. Walter Highsmith, 80 year old disabled male, died in a fire on November 5, 2012. Plaintiffs are the Administrators of the Estate. They allege that the death was a result of negligence by members of the Jersey City Fire Department. Exposure for the death and emotional distress could exceed $500,000.

Wriedan v. City of Jersey City et al. Plaintiff Daniel Wriedan has filed claims against the City and Anthony Cruz. Mr. Wriedan alleges that Defendants discriminated and harassed him on the basis of his sexual orientation. He also alleges that the City violated his first amendment rights. If Mr. Wriedan prevails, Defendants could be liable for lost wages damages, punitive damages, emotional distress damages, and plaintiff's attorney's fees in excess of $500,000.

Pych et al. v. City of Jersey City et al. On December 31, 2013, the Plaintiff's decedent drowned as a result of him losing control of his motor vehicles which became submerged in the waters of the Morris Canal. Plaintiffs allege that the accident occurred on dangerous property owned, controlled or maintained by the City. Exposure for the wrongful death and survivorship claim could exceed $500,000.

In addition to the cases listed above, the City, its officers and employees are defendants in a number of lawsuits, none of which is unusual for a city of its size. These lawsuits include but are not limited to lawsuits arising out of alleged torts by the City and its employees, alleged breaches of contract and alleged violations of civil rights.

During the calendar years 2011 through 2015, the City paid the following amounts in judgments and settlements:

Year	Amount Paid*
CY 2015	$1,181,928
CY 2014	1,460,362
CY 2013	494,286
CY 2012	324,735
CY 2011	1,248,177

*Source: Jersey City Insurance Fund Commission

Environmental Issues

There are many privately and governmentally owned parcels of real estate in the City containing various levels of environmental contaminants. With respect to privately owned real estate, the City, State and Federal health and safety officers have undertaken and continue to compel compliance by the owners with the existing regulations. The City aggressively uses its building inspectors and health officers to monitor and compel abatement of harmful environmental hazards. With respect to environmental contamination which does not pose an immediate or

substantial public safety or health issue, the City is increasingly using local business incentives to stimulate previously dormant property for conversion to useful economic initiatives including the removal of environmental contaminants. The City itself monitors its own real estate and has undertaken and is currently performing building and facility improvement programs to remove all violations of Federal, State and City environmental regulations.

CITY ECONOMIC AND DEMOGRAPHIC INFORMATION

The City is New Jersey's second largest municipality with a population of 247,597 according to the United States Department of Commerce's 2010 Census. The City is located on the west side of the Hudson River, directly across from lower Manhattan in New York City, and is part of the major business and industrial concentration spanning the New York – Northern New Jersey metropolitan area.

The City's land area is 15.8 square miles, including a five mile long stretch of Hudson River waterfront that has experienced considerable high rise office tower, residential and multi-family development over the past ten years. The City is connected to New York City by the Holland Tunnel and the PATH railroad tubes and is within ten miles of Newark International Airport and the container and cargo facilities of Port Newark-Elizabeth. The City's size and current development activity cause it to dominate the economy of the County (the Jersey City Labor Area). The City also serves as the seat of the County government. Of the approximately 275,000 persons employed in the County, approximately 43% are employed in the City.

Population

The City had experienced a population decline from 1970 through 1980, however due to increased residential housing developments, the population has shown a trend toward increasing.

Population Trend (Calendar Year)

Year	City	County	State
2010	247,597	634,266	8,791,894
2000	240,055	608,975	8,414,350
1990	228,537	553,099	7,730,188
1980	223,532	556,972	7,364,823
1970	260,545	609,065	7,192,805

Source: U.S. Bureau of the Census: Censuses of Population and Housing.

School Enrollment

Average Daily Enrollment

Fiscal Year	Student Enrollment	Percent Change
2015-2016	27,794	-2.75%
2014-2015	28,562	-4.50
2013-2014	29,909	4.50
2012-2013	28,621	2.65
2011-2012	27,886	-0.50

Source: Jersey City Public Schools: www.jcboe.org

Residential Dwelling Units

Most of the housing stock in the City was constructed in the first half of the twentieth century, primarily for renter-occupied use.

Housing Characteristics

Owner Occupied	28,888
Total Units	110,140

Source: U.S. Bureau of the Census: American Community Survey 2014

Employment

Labor Force - The City of Jersey City

Year	Total Labor Force	Employed	Percent (%) Unemployed
2015	140,658	133,184	5.3%
2014	139,551	130,539	6.5%
2013	138,427	127,195	8.1
2012	139,531	127,018	9.0
2011	138,414	125,521	9.3
2010	137,012	123,544	9.8

Source: New Jersey Department of Labor, Office of Labor Planning and Analysis–2010-2015.

Overview of Jersey City

Founded in 1630 and incorporated in 1820, Jersey City once served as a shipping, manufacturing, and rail transportation hub. Home to Ellis Island, Jersey City has served as the gateway to the United States for millions of immigrants.

Today Jersey City is a vibrant and thriving city, where rail yards, factories, and warehouses have been transformed into parks, restaurants, shops, and modern skyscrapers. Seven of the ten tallest buildings in the state are found in Jersey City, with construction recently starting on what will soon be the tallest building in the State and the tallest residential building in the western hemisphere outside of New York City. Jersey City residents and visitors enjoy spectacular views of the New York City skyline with miles of Hudson River waterfront. Jersey City's robust transportation infrastructure allows for easy access to New York City using the PATH train subway system, NY Waterway Ferries, or the Holland Tunnel. An expansive above-ground light rail system that opened in April of 2000 connects Jersey City to neighboring municipalities.

The 2010 Census population of Jersey City is currently 247,597. It has been growing steadily at a rate of 3-6 % since a low of 223,532 in 1980. According to estimates based on the United States Census Bureau American Community Survey, Jersey City will be the largest city in New Jersey by the end of 2016. At the present time, Jersey City has established itself as a leader in urban development within the State of New Jersey. Jersey City is experiencing its highest level of residential construction in recorded history, with over 6,100 units currently under construction in Downtown and Journal Square alone (including 8 new towers over 15 stories), and over 18,000 more units approved to begin construction in the next few years.

Employment

From January to December of 2015 Jersey City's unemployment dropped from 6.0% to 5.3%. The significant unemployment rate decrease is due to several large firms either relocating to Jersey City or expanding

current operations within existing Jersey City facilities. JPMorgan Chase, RBC, Forbes, Imperial Bag, Nautica, and Ahold are some of the largest companies relocating or expanding Jersey City operations. Jersey City has also seen an increase in construction jobs with more than 4,000 jobs recently started or planned as part of approved upcoming projects.

Source: New Jersey Department of Labor, Monthly Municipal Labor Force Estimates: 2010-2015.

Largest Private Employers in Jersey City*

Employer Name	Total Full Time and Part Time Employees
Goldman Sachs & Co. Inc.	2517
Chase Bank	2273
Pershing LLC	1483
Insurance Services Office Inc.	1294
Citigroup	1254
Broadridge Financial Solutions	876
ICAP Services North America	857
Deutsche Bank Services New Jersey Inc.	789
Barclays Capital Services Inc.	772
Lord, Abbett & Co., LLC	766
Knight Capital Americas LLC.	657
Forest Research Institute, Inc.	593
New York Daily News	571
Sysco Metro New York Inc.	521
Brown Brothers Harriman & Co.	510
Ahold Ecommerce Sales Company LLC	429
Arch Insurance Group Inc.	380
DG3 North America, Inc.	338
Thinktech, Inc.	322
Kuehne and Nagel, Inc.	302

*As reported to the State of New Jersey, October 2014. Does not include public employers, i.e. hospitals, schools, or other government agencies
Source: Jersey City Economic Development Corporation, Jersey City.

Tourism

Tourism is a growing industry for Jersey City with three new hotels (700 new hotel rooms) under construction. While Liberty State Park, Liberty National Golf Course, Ellis Island, and the Statue of Liberty attract millions of visitors each year, in 2014, Jersey City proudly hosted the Seattle Seahawks and Denver Broncos, their families, and many of their fans for the week leading up to the Super Bowl. Jersey City is also home to one of the largest 4th of July fireworks displays in the country.

Higher Education

Jersey City is home to St. Peter's University, with an enrollment of approximately 3,400 students in 2015, and New Jersey City University, with an estimated enrollment of 8,200 students, both of which offer full and part-time undergraduate studies in liberal arts, business and the natural and social sciences. In addition, St. Peter's has graduate programs in education, nursing, accounting, and business administration and New Jersey City University offers a wide variety of graduate programs. Jersey City is also the home to Hudson County Community College, which offers entry-level occupational and career certificates and associate degrees to prepare students for employment and to upgrade existing skills. The Community College has an estimated enrollment of over 10,000.

Sources: Saint Peter's University Website: www.saintpeters.edu;
New Jersey City University Website: www.njcu.edu;
Hudson County Community College Website: www.hccc.edu.

Healthcare

The Jersey City Medical Center, a voluntary not-for-profit hospital, moved to a new hospital facility in 2004 at a site on Grand Street and Jersey Avenue to replace the Medical Center complex built in the 1930s. The facility is currently operated by Liberty Health and is the region's "state designated trauma center" and the only hospital in Hudson County approved for open heart surgery. A new 5-story Medical Office Building was completed in 2010 and is fully leased, including the Cristie Kerr Women's Health Center. See "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations" herein.

Economic Incentives

Jersey City's Urban Enterprise Zone (UEZ) is one of the top performing zones in the state. It is comprised of approximately 1/3 of the city's total land acreage. Revenue from the UEZ Program has funded many development initiatives throughout the City, such as national and international marketing campaigns, special events, preservation, city beautification projects, CCTV program, job training, tourism (www.destinationjerseycity.com), and business improvement and relocation grants. In the past, the City received approximately $16.2 million annually to be used for various programs. However, the City has not received any funds since 2009 due to State budgetary constraints.

The Jersey City Economic Development Corporation manages and maintains business and employment support systems. Some of the benefits available to Jersey City UEZ-certified businesses are listed below:

- Reduced sales tax for certified retail businesses
- Employee tax credits for each UEZ municipality resident hired
- Jersey City Employment & Training Program
- City Beautification Program
- Closed Circuit TV Neighborhood Watch Program
- Customer Service Skills Center

Additionally, the JCEDC has expanded opportunities for local small business owners to access capital, through partnerships with private and non-profit lenders. The Jersey City Fund is a $10 million dollar loan program targeting small businesses with small lending needs; the EDC also has a microloan program based on geographic location, meant to support businesses opening in the city's traditionally underserved neighborhoods.

The Hudson River Waterfront

Recently dominated by the financial services industry, as more new skyscrapers with class A office space are constructed a more diverse workforce has developed.

Since the early 1980's, more than 18 million square feet of office space, and over 18,000 new residential units, and five hotels providing nearly 1,500 rooms have been completed. Redevelopment of the waterfront and nearby neighborhoods has been brisk, accelerating with the construction and opening of the Hudson Bergen Light Rail system. Plans for the redevelopment of formerly industrial land along Jersey City's waterfront currently include as much as 30 million square feet of office space and more than 35,000 new residential units.

The number of new residences authorized by building permits city wide, from 1995 through 2007, totals over 17,000 residences while and non-residential office space authorized by building permits exceeded 7 million square feet. The Newport Neighborhood is the largest single development on the Hudson River Waterfront. Built on 300 acres of abandoned rail yards at the edge of the river, this area now is home to 4,000 residential units and 14 residential towers, a park with a man made beach overlooking the river, the Newport Centre Mall, and a variety of office buildings.

The Hackensack River Waterfront

The Hackensack River Waterfront is another powerful City resource whose value has only recently been re-discovered. The improved environmental quality of the Hackensack River and the return of water-related recreation

to the river have helped to reinforce its value. The first signs of its rebirth include: the fully sold out Society Hill and Droyer's Point development, a 1,400 Dwelling unit condominium community; the establishment of Meadows Path which is a planned pedestrian walkway along the Hackensack River stretching from Bergen County to Bayonne; commitment by the County of Hudson to establish an extension to the county park system; the completion of the 9 hole Golf course within the Hackensack River Edge Redevelopment Area; implementation of the City homes at Westside Station loft style residential project within the Water Street Redevelopment Plan area; transformation of a 32-acre former federal superfund site into the "Marion Greenway" - Phase I involves the remediation and capping of the site for passive recreation and Phase II includes a 2000 foot waterfront walkway, soccer fields, jogging paths and an Environmental Center; implementation of the remediation plan and environmental clean-up of the 100 acre former Honeywell site for the creation of a mixed use new-urbanist neighborhood within the Bayfront I Redevelopment Plan Area. This development will include the creation of over 15 acres of parkland in the form of a bikeway, central greenway, new pedestrian-friendly streets and infrastructure, approximately 4,200 to 8,100 new dwelling units, 700,000 to 1 Million sq. ft. of office floor area, and 200,000 to 600,000 sq. ft. of retail space.

All this development is part of a larger plan for the Jersey City western waterfront known as the Bayside Study Area. The study establishes the ground work for the creation of new-urbanist neighborhoods and new streets to connect into the existing neighborhoods of Greenville. The Bayside Study Area anticipates the redevelopment of land both east and west of Route 440, the re-design of Route 440 through federal funding appropriated to Jersey City, the expansion of the New Jersey City University Campus as an integral part of this new neighborhood, and ultimately leading to the extension of the Hudson-Bergen Light Rail System roughly ¼ of a mile to the west in order to access the Bayfront 1/Honeywell Project and the Hackensack River.

The old Department of Public Works facility along the Hackensack River (Bayfront 1/Honeywell Project) will soon begin redevelopment into hundreds of residential units as well as retail shops and entertainment and dining options.

Journal Square

Functioning as a major regional transportation hub, Journal Square encompasses the neighborhood surrounding the Journal Square PATH station and bus terminal, which provides access to New York City, Newark, Hoboken, and Harrison via the PATH subway train system and bus service throughout the region via 7 different bus lines. The first significant construction in Journal Square in decades is nearly complete with the first of three towers in the "Journal Squared" development project. Upon completion, this development will consist of a 54 story tower, a 60 story tower, and a 70 story tower. As of February 2016, there are 5,284 dwelling units, 195,055 square feet of office and 432,787 square feet of retail space approved for development in the Journal Square area. Under construction there are currently, 1,334 dwelling units, 70,070 square feet of office and 13,267 square feet of retail space to come on line within the next eighteen months.

The Loew's Jersey Theatre, a 3,000 seat "movie palace" originally opened in 1929, is a priority restoration project for Jersey City. The facility will soon undergo an extensive multi-million dollar renovation to restore the energy, glory, and full functionality to the theatre and to the neighborhood as a whole. AEG Live, the second largest event promotion company in the world, is planned to manage programming (along with partnerships with NJCU, Mana Contemporary, and a variety of community groups) and ACE Theatrical Group, the premiere theatre restoration company in the country, is planned to manage the construction and renovation of the facility.

On the periphery of the square is the adaptive re-use of the old American Can Factory. The CANCOLoft project entails the creation of over 1,300 new loft style residential units and associated retail services. The new CANCOPark, completed in 2010, features an "orchard" of trees that is lit up at night by ground lighting, park benches, and a terraced layout. The park's perimeter is lined with bamboo shoots in raised planters. Manna Contemporary Fine Arts is truly a diamond in the rough with art exhibits almost every weekend. Several other smaller projects, like 25 Senate Place or the Kennedy Lofts at 100 Newkirk Street, continue to make this the new hip artist community in the New York Metropolitan region.

Transportation Improvements and Funding

The City received federal high priority project funding for transportation access in the amount of approximately $26 Million and the creation of an urban boulevard along Routes 440/1&9 Truck in the amount of $1.8 Million.

North Jersey Transportation Planning Authority, (NJTPA) Area metropolitan Planning Organization awarded Jersey City the following grants:

- FY 2008-2009 Subregional Study Program grant for Update to the Circulation Element of the Jersey City Master Plan in the amount of $250,000;

- FY 2010 – 2011 Subregional Study Program Grant co-sponsored with Hudson County for a Study to improve transportation connections between the Cities of Hoboken and Jersey City in the amount of $300,000;

- FY 2012-2013 Subregional Study Program grant for the Liberty State Park Circulator Cost-Benefit Analysis in the amount of $220,000;

- FY 2012-2013 Subregional Study Program grant for the Morris Canal Greenway Plan in the amount of $220,000; and

- FY 2012-2013 Subregional Study Program grant co-sponsored with Hudson County for The Jersey City/Journal Square/Bayonne Bus Rapid Transit Study in the amount of $250,000.

Over $1 million in FY 2012 Local Safety Program grants for pedestrian improvements along Summit Avenue

- FY 2017-2018 Subregional Study Program grant for pedestrian enhancement plan in the amount of $180,000.

NJ Transit has completed the Hudson-Bergen Light Rail 440 Extension Alternatives Analysis, which identified the extension of the HBLR from its current terminus at West Side Avenue station across Route 440 to a new station at the northern boundary of the Bayfront I Redevelopment Plan area as a locally-preferred alternative.

Miscellaneous Infrastructure Improvements and Public Amenities

- The Exchange Place PATH station was renovated in 1990 at a cost of $65,000,000. The PATH provides a 3-minute ride from Exchange Place to the World Trade Center Station. The Port Authority's $1.3 billion project to replace PATH's entire 340 car fleet and to overhaul the PATH signal system thereby enabling a significant increase in the number of train movements while improving on-time performance and efficiency is underway, with the entire rolling stock upgraded between 2008 and 2012 and signal system enhancements still underway.

- The $1 billion Hudson Bergen Light Rail Transit System (HBLR) launched operation on April 15, 2000. Since then ridership has steadily grown as the system expands further north and south. It now connects with Hoboken's Lackawanna Station, which is adjacent to Jersey City and is a hub for regional commuter train service. It also now connects to a new Park & Ride station on Tonnelle Avenue in North Bergen that attracts commuters from Bergen County and other North Jersey locations, and which has been highly successful. Direct service is provided between the Park & Ride and the Jersey City waterfront employment center. A new extension to 8th Street in Bayonne opened in January 2011. Hudson County and Bergen County municipalities have urged NJTransit to expand the HBLR into Bergen County, with all municipalities with current or potential HBLR infrastructure passing resolutions in favor of this plan.

- Ferry service connects the Exchange Place/Paulus Hook, Hudson Exchange, Port Liberté and Liberty Harbor North areas to lower Manhattan, and also connects Exchange Place/Paulus Hook to 39th Street in Manhattan.

- The City has completed its renovations of the Owen Grundy Pier Park at the foot of Exchange Place. This is one of several significant public spaces that exist along the Jersey City Waterfront.

- The Hudson River Waterfront Walkway is advancing toward completion along the waterfront as development of properties adjacent to the waterfront continues. It is now possible to walk from the Goldman-Sachs tower at the south eastern corner of Paulus Hook and Downtown to the Newport area and into Hoboken. The Newport Walkway now connects to Hoboken at the Hoboken Train Station and Newport Associates Development Co. has completed "Newport Green" a Waterfront park at Fourteenth Street. The development of Veterans Park will include the critical portion of the waterfront walkway at the park's edges along the Hudson River and the Morris Canal.

- New Jersey Department of Transportation is in the process of the reconstruction of the 12th and 14th Street viaducts from Route 139 to Jersey Avenue. The next phase will be the reconstruction of Route 139. NJ DOT is planning to construct a new Wittpenn Bridge over the Hackensack River and a new St. Pauls Avenue Viaduct that will link the bridge to Route 139, Tonnelle Avenue, Route 1&9 Truck, and a proposed new road parallel to Tonnelle Avenue. NJDOT is also planning to build a bridge on Jersey Avenue across the Morris Canal to allow easier travel from downtown Jersey City into Liberty State Park, Bergen Lafayette, and other parts of the city. Currently only a small foot bridge exists.

- Capital Improvement, Federal Grant, and UEZ Funding have been pooled to finance the re-surfacing and beautification of Christopher Columbus Drive. This is the main and most visible travel route from the NJ Turnpike to downtown neighborhoods and the waterfront.

- Jersey City launched the CitiBike bike-share system in September 2015. Because CitiBike is the same system used in New York City, residents can now seamlessly integrate into the broader regional bike-share network across the Hudson River. As of March 2016, only six months after the programs launch, 75,000 rides had already been taken.

Key districts and development areas within Jersey City

Hackensack River Edge Redevelopment Area. The City Council has adopted a new redevelopment plan that encompasses a number of properties on the City's western waterfront, the redevelopment of which will include the remediation of the PJP landfill. An Urban Transit Hub tax credit package of $34.6 million over ten years has been approved by the Board of the New Jersey Economic Development Authority which allowed Peapod and Ahold to utilize 344,000 square feet of the Pulaski Distribution Center, an 878,564 square foot warehouse recently completed along Route 1 & 9 by Prologis.

Claremont Industrial Center. West of Caven Point, the Claremont Industrial Center was developed on a 30-acre site by the New Jersey Economic Development Authority. Hartz Mountain Industries built and leased a 175,000 square foot warehouse for Walong Marketing, a food distributor and importer in the summer of 2002. Demand for warehouse space here dropped as the recession hit and the City responded by amending the Zoning to allow entertainment venues. In January 2011, "Pole Position Raceway" opened an 80,000 square foot facility featuring two quarter-mile tracks. The high-performing all electric karts can reach speeds of 45 miles per hour. The facility features a Tailgate Café, video and arcade games, meeting and party rooms, and an impressive display or racing memorabilia.

Liberty Industrial Park. In January 1996 construction was completed by the New York Daily News of a new 410,000 square feet printing plant. The Daily News has moved both their Brooklyn and Kearny operations to this new facility. The project represents a $180 million investment by the Daily News. Sysco Food Services of Metro New York has renovated the former Allied/Sterns building into 345,000 square feet of freezer/warehouse space. This project provides over 500 jobs. The total project cost was $25 million, $ 8 million of which was provided through the City and HUD by a Section 108 Loan.

Port Jersey/Greenville Yards. On the southernmost portion of the waterfront, the Port Jersey Corporation has developed 3,000,000 square feet for industrial distribution buildings since assuming control of the urban renewal project in 1969. The Corporation has invested $150 million to date. The Port Authority of New York and New

Jersey has constructed an imported automobile facility on its 80-acre portion of Port Jersey and on 65 acres of the Greenville Yards. Iron Mountain Information Management has leased 123,000 square feet at 100 Harbor Drive, providing more than 100 full time jobs. In addition, Summit Import Corp. and Preferred Freezer Services have recently opened warehouse facilities in Greenville Yards. Preferred Freezer is also undertaking building a second new facility freezer. Keystone Properties constructed two warehouse facilities consisting of over 500,000 square feet of available warehouse space.

Jersey Eagle Sales Co. A 100% minority owned business exclusively distributing for Anheuser-Busch in Hudson County has completed construction of a 70,000 square foot, $4.5 million chilled warehouse and distribution facility, providing nearly 100 full-time jobs.

Montgomery Industrial Center. The 32-acre industrial park adjacent to **The Beacon** was developed by the New Jersey Economic Development Authority, which also makes development bond financing available to potential tenants. The firms in the Montgomery Industrial Center have created more than 300 construction jobs and 600 permanent jobs. Rajbhog Foods, makers of Indian bread, constructed a new plant with assistance from the New Jersey Business Employment Incentive Program and the New Jersey Local Development Finance Fund, and a $50,000 relocation grant from the Jersey City Urban Enterprise Zone. Other food related services attracted to this location are Wei Chuan USA and Woolco Foods. DeBragga & Spitler relocated to 55-77 Amity Street from the Meatpacking District in Manhattan. They are leasing an existing warehouse and purchasing the adjacent vacant land for parking and eventual expansion. They certified into the UEZ Program and took advantage of Jersey City's $50,000 relocation grant.

Newport Redevelopment Area Project The Newport Center project is a 300-acre, master-planned mixed use community consisting of retail, residential, office, leisure, and entertainment facilities. In December 1982, Jersey City received approval of a $40 million Urban Development Action Grant (UDAG), the largest ever awarded in the history of that Federal program, that effectively jump started the Newport development. The first building constructed was the Newport Centre Mall. It is a premier shopping center with 130 individual stores, anchored by 4 major department stores, a multiplex movie theater, and a food court. Since that time, development has continued in earnest, extending roadways, transportation choices and other community amenities. The Newport Associates Development Co. has just completed "Newport Green", a new 5-acre playground and park connecting Washington Boulevard to the Waterfront Walkway at Fourteenth Street. It includes the first urban beach in New Jersey, a recreational field, an outdoor ping pong table, and several landscaped gardens.

"The Laguna", the most recent tower to complete construction, was fully leased within 6 months of opening in 2013. This 17-story residential tower along the Waterfront Walkway at Fourteenth Street includes 158 rental apartments and 5,500 square feet of ground-floor retail.

Over $2 billion has been invested and more than 11 million square feet has been constructed at Newport. When completed, the $10 billion investment into the Newport community will provide housing for approximately 30,000 residents in 9,000 apartments and have a 1.5 mile section of the Hudson River Waterfront Walkway., 7 million sq. ft. of prestigious office space and two million square feet of retail and shopping opportunities. The Newport Redevelopment Area has developed into another new thriving neighborhood of the city. In addition to the mall, area residents and visitors can take advantage of 14 acres of green space, educational facilities, health and wellness facilities, and even a yacht club.

Powerhouse Arts District Redevelopment Area. The Powerhouse Arts District Redevelopment Plan area includes a collection of historic warehouses that have been re-used for residential, art, and entertainment uses. The district is unique and lends itself to conversion to a funky, trendy, retail and entertainment center. This district is 2-4 blocks west of the waterfront and is anchored by the Powerhouse building, an historic structure formerly the power station for the Hudson and Manhattan Railroad. The 100-year-old castle-like building near the waterfront is owned by the City of Jersey City. The Cordish Company in conjunction with the NY/NJ Port Authority and the Jersey City Redevelopment Agency have entered into a memorandum of agreement to stabilize and rehabilitate the former powerhouse into an entertainment destination for the waterfront. The Cordish Company plans to breathe life into the deteriorating power plant just as it has successfully done in the Baltimore Inner Harbor.

Toll Brothers City Living recently completed the Provost Square development, a 3 acre site in downtown Jersey City just a block from the Grove Street PATH station. The development-includes 3 high-rise towers, 38, 33, and 28 stories, totaling 927 units, 960 parking spaces, 45,000 square feet of retail, and a state of the art 24,000 square foot theater as well as 17,000 square feet of art related space. In between the buildings is a half acre public plaza.

Liberty Harbor North. This highly successful project does not look like a project at all. It is designed to be an extension of the existing neighborhoods that surround it. This project has two marinas, several miles of waterfront walkway, direct connections to Liberty State Park, ferry service to NYC, two Light Rail Stations and enjoys sweeping views of Liberty State Park, Lower Manhattan and the NY Harbor. It was designed and master planned by the Congress for New Urbanism co-founders Andres Duany and Elizabeth Plater-Zybek. Phase one is complete with 600 residential units. New retail establishments have opened, including the immensely popular Zeppelin Hall Beer Garden, Surf City Beach Bar, Tilted Kilt Pub, and Brew Shot Coffee Shop. Several mixed use projects by a number of different developers have also followed on the coattails of this project, including Gulls Cove, a 320 Condominium building, completed in 2007, "225 Grand", completed in the summer of 2010 with 348 unit rental building by Ironstate Development, Inc. and the KRE Group, and "18Park", completed in the spring of 2014 with over 400 units. The 11 story 18Park facility also includes space for the Boys and Girls Club of Hudson County.

The planning board has also approved a mixed use building that includes a full service flagship Marriott hotel and 475 residences. As many as eleven (11) other buildings are already approved for the area, including a new waterfront park, central park and civic plaza.

Harborside Financial Center. The Harborside Financial Center began with a successful warehouse conversion from a refrigerated rail warehouse to Class A office space, which was followed by the construction of new office towers. It is an office and commercial holding of Mack-Cali Realty located on the Hudson River Waterfront. The complex includes restaurants, a retail promenade, two tiered waterfront walkway with outdoor dining and additional service amenities. The Harborside Financial Center currently consists of six office buildings, an indoor and outdoor garden/plaza, and a HBLRT Station. It is all just minutes away from downtown Manhattan via PATH train or ferry. The complex also contains luxury rental apartments on the North Pier and a full service hotel on the South Pier. The Hyatt Regency Jersey City was the first full-service hotel on the Jersey City waterfront. It features 350 guest rooms, over 19,000 square feet of meeting and facility space, a 165-seat restaurant, and a 75-seat lounge and incredible views of Manhattan and the New York Harbor. The current Master Plan for Harborside envisions one more office tower for Plaza 4 and six residential towers on Plazas 6, 7, 8 & 9, new roadway extensions and a widening of the pedestrian plaza adjacent to the light rail station.

Existing Commercial/office building of Harborside are as follows:

Harborside Plaza 1	400,000 Sq. ft.	Re-Use
Harborside Plaza 2	761,200 Sq. ft.	Re-Use
Harborside Plaza 3	725,600 Sq. ft.	Re-Use
Harborside Plaza 4a	207,670 Sq. ft.	New Construction
Harborside Plaza 5	977,225 Sq. ft.	New Construction
Harborside Plaza 10	577,575 Sq. ft.	New Construction

There are approximately 13,600 employees in the existing office towers.

Hamilton Square. The Hamilton Square project accomplishes adaptive re-use of the former St. Francis Hospital complex. The old hospital formed an artificial barrier, separating Hamilton Park, a 2 acre Victorian Square, from the east side of the neighborhood. The first phase of this development is complete. The new retail includes a restaurant (GP's), an ice cream parlor that has received significant press and very positive reviews (Milk Sugar Love), wine store, pet store, and vintage department store. It brings the neighborhood together once again by re-establishing the cobblestone street leading to the park, rehabilitating some building, and replacing others. The

blocks in the Hamilton Park historic district neighborhood are filled with classic row houses and lush, tree-lined streets.

Colgate. Colgate Redevelopment Area is a 24 acre, 10 block site of Jersey City waterfront south of Exchange Place. It was formerly the location of the manufacturing facility for the Colgate Palmolive Company. This area has experienced rapid growth over the past five years and is approaching its planned build-out of six million square feet of office space and close to 2,000 residential units. The first major project in the Colgate Redevelopment Area was 101 Hudson Street with 1.2 million square feet of office space in a well designed Art DECO Revival style skyscraper. Next, developed by Hartz Mountain Industries were 70 and 90 Hudson Street, two office towers on the riverfront with 358, 000 and 372,000 square feet. SJP Properties' renovation of 95 Greene Street, 280,000 square feet of office space in the former Colgate Perfume Building, has been completely leased by Merrill-Lynch. Goldman Sachs' now controls three site within the redevelopment plan area and treats this facility and the Sussex Street pier that they renovated as a public campus with ferry and helicopter access to their sister campus on the Manhattan side of the River. Goldman Sachs has completed their owner occupied office building, a 42 story, 793 feet tall tower with 1.5 million square feet of space, 1,000 underground car garage, ground floor pedestrian and retail amenities. This tower, the tallest building in the state of New Jersey, provides a unique identity and profile for the Jersey City skyline.

Tidewater Basin Redevelopment Area. The Tidewater Basin Redevelopment Area links new waterfront development with the existing Paulus Hook Historic District. The charm of this area is especially enhanced by watching cars share the path of the light rail trolley along the historic cobblestone street. The 324-unit Windsor at Liberty House was completed in September 2000. Other projects include the Pier House (106 condo units) and Hudson Point (181 rental units), two projects at the foot of Warren Street, Liberty Pointe, a 32 unit condo project just up Warren Street from those previously described, Fulton's Landing with 105 condominium units, and K. Hovnanian at Paulus Hook with 71 condominiums units are all occupied and complete. 198 Van Vorst Street, a 131 unit, 7-story residential project with 4,426 square feet of retail, is completed and occupied.

Harsimus Cove Station Redevelopment Area. Several residential projects have been completed and leased. Among the completed projects are the following condominium and rental units: Avalon Cove, Mandalay Bay on the Hudson, Portofino, Marbella, and the 'A'. These residential building encompass over 2,000 market rate units. Metro Plaza shopping center contains four retail buildings totaling 255,000 square feet. The Doubletree Hotel contains 200 rooms. The most recent project to be completed in the area is the Monaco, a residential development of 524 rental units in two 39 story towers atop a 10 story 558 space parking garage and 6,100 square feet of ground floor retail on what is was the Doubletree Hotel's parking lot. The Redevelopment Plan calls for a residential-commercial mixed-use district where certain lands are dedicated to the City of Jersey City for streets and parks. Projects recently completed include 110 First Street and Maribella phase II.

Port Liberté, Liberty National Golf Course and Country Club, and the Residences at Liberty. Redevelopment of this scenic area adjacent to Liberty State Park began in 1985 with the development of docks, jetties, and canals for luxury residential apartments and town homes, some with private boat slips at their front door. Later phases replaced new canal construction with an 18-hole professional Majors golf course and private club. Liberty National Golf Course hosted its first international PGA TOUR event, the Barclays, in August of 2009 and again in August 2013. In 2017 it will host the President's Cup. More than 1600 condominium units are completed with another 1500 planned for the Port Liberté development area.

The Residences at Liberté is the residential development associated with the golf course. Construction has begun on 60 low-rise luxury units along the waterfront walkway and adjacent to the golf club house. When completed, the Residences at Liberté will produce over 1,000 new condominium units located within three towers on the northern slope of the golf course.

Liberty State Park and Ellis Island. Over 2,000,000 persons visit Liberty State Park annually, making it the most popular of all state parks in New Jersey. It is the largest urban park in the state, at approximately 1,200 acres. It currently houses, two Marinas, a boat launch, the Liberty House (a 15,000 square foot restaurant and banquet facility), the recently expanded Liberty Science Center, the restored historic Central Railroad of New Jersey Terminal, and an award-winning Interpretive Center. Maritime Parc Restaurant & Catering opened in October 2010 with a 30,000 square foot event space.

The restoration of Ellis Island is ongoing and the result of a partnership between the National Parks Service and Save Ellis Island, Inc. The South Side of the island contains valuable historic resources such as the hospital facility, laundry and luggage building, open space and recreation area, nursing residence and other various support building, totaling 30 in all, built at the turn of the century to welcome immigrants to our land. It is the intent of the National Park Service to renovate these buildings and keep them in public use. The American Family Immigration History Center was unveiled in 2001. Given its national and international stature, the Ellis Island Institute is proposed to be a unique cultural, educational and conferencing facility that will use the power of place to create a venue for international cultural events and meetings. It will be involve reuse of the 29 existing buildings on the island and new construction of a hotel, museum and educational facilities. At completion, it will employ 275 full-time and 350 part-time workers.

Ferries to the Statue of Liberty and Ellis Island leave from Jersey City, Liberty State Park throughout the day. The park, a state and regional amenity that attracts visitors from a wide area, is frequently the site of State wide events, including concerts, festivals, and tournaments.

The Division of Planning has conducted a Liberty State Park Circulator Cost-Benefit Analysis. This study is an important first step in restoring transit service to destinations within Liberty State Park. A circulator would build on the City's public transportation network that currently serves the edge of the park. This potential service would make the park more accessible to the 40% of Jersey City households that do not have access to a vehicle..

The Beacon. This central City project is the rehabilitation of a monumental Art Deco New Deal Governmental/Hospital Complex. It consists of the adaptive re-use and renovation of ten (10) high rise structures, interior and exterior historic renovation of significant Art Deco and WP Project artifacts, including two theaters, meeting rooms, and lobby space, and new construction of a multi level garage, health spa, pool, museum, and various types of amenity space. Completion of this project, which is the largest historic restoration project in the nation, is expected to create approximately 1,200 market rate residential units. This project represents a significant private investment that is outside of the City's downtown waterfront financial center. Shuttle and full concierge services are provide to various mass transit choices throughout the city.

Grove Plaza. As recently as 2000, the Grove Plaza area was considered to be too far from the waterfront to be desirable for high end market rate units. Today, Grove Plaza is considered the heart of downtown. The newly renovated and re-designed Grove Street PATH Station Plaza has served as a festival site and farmers market adding to the vitality of the shopping destination. 2 new 60-story residential towers, 70 and 90 Columbus, will rise connected by a hotel in a 150 foot base. New residential construction is moving west along Newark Avenue, including 8 new restaurants along a pedestrian walkway has been completed.

Martin Luther King Drive. The redevelopment of Martin Luther King Drive began as a grassroots community based initiative with far-reaching support. Since the adoption of the MLK Drive Redevelopment Plan by the City Council in December 1993, the development of the MLK HUB Shopping Plaza has been accomplished. A 55,000 square feet supermarket and ancillary stores are in place. The HUB development is now under new ownership. Through a partnership of the Jersey City Redevelopment Agency, Universal Companies of Philadelphia, and Brandywine Corp., MLK Drive will be receiving approximately 205 units of work force housing to be built on City land in and around the HUB. Goldman-Sachs has sponsored a 20 unit housing development just north of the HUB Plaza and light rail station, which has been completed and sold as affordable condominiums.

The Fred W. Martin Apartments offer 39 affordable units in a 4-story building with 12,000 square feet of retail space along the Drive. Many other mixed-use and residential projects are underway along the Drive.

In 2015, The Jersey City Employment and Training Program (JCETP) relocated to the HUB, with Speaker of the House of Representatives Nancy Pelosi, New Jersey Governor Chris Christie, Senator Robert Menendez, NAACP President Cornell Brooks, Congressman Donald Payne Jr., Congressman Albio Sires, and former New Jersey Governors Brendan Byrne and Thomas Keane all attending the ribbon cutting ceremony. JCETP includes the prisoner re-entry program that provides addiction treatment, housing, and employment services as well as standard employment programs for youth, seniors, veterans, and welfare recipients. Former Governor James McGreevey is the director of the JCETP.

Monticello Avenue. The Monticello Redevelopment Plan covers Monticello Avenue between Communipaw Avenue and Montgomery Street. It encompasses 19 blocks geographically located at the center of Jersey City. The goal is to establish a historically preserved and revitalized neighborhood - a shopping district with a mix of retail, restaurant and service businesses, as well as arts-related venues and activities that reflect the diversity and strong sense of community that prevail in the area. The 12 unit "Rock Garden Plaza" and the 6 unit "120-122 Monticello Avenue" with approximately 7,000 square feet of childcare space on the ground floor, have been completed.

Canal Crossing. The proposed Canal Crossing Redevelopment Plan Area is approximately 111 acres in area and is located in the southeastern section of the City of Jersey City. It establishes a new-urbanist community with varied housing type, variable uses, a central boulevard and central park, high density around the Garfield Avenue Light Rail Station and accommodations for various types of open space and educational facilities.

Berry Lane Park. Berry Lane Park is a 17.5 acre park was recently completed on a former brownfield site in the Communipaw-Lafayette Section of Jersey City, New Jersey. Construction of the park began in 2012 and opened in the summer of 2016. The park is located between Garfield Avenue and Woodward Street near the Garfield Avenue Hudson Bergen Light Rail station. Directly south of Berry Lane Park is Canal Crossing, an adjacent brownfield site slated for a future residential development.

Berry Lane Park is the largest municipal park in Jersey City. The site includes two basketball courts, two tennis courts, a baseball field, a soccer field, a playground, a rain garden, 600 new trees, and a splash pad water park. New park features coexist with older existing structures that will be preserved or modified: for example, the large concrete silos from a former rail yard will be renovated to contain water features.

Holland Tunnel and Jersey Avenue Redevelopment Area. The expanse of land bounded by the entry/exit of the Holland Tunnel, the base of the Palisade Cliffs and neighboring the City of Hoboken, had remained unnoticed for many years. Its newly discovered attractiveness has accelerated an effort to re-connect existing streets, create more building lots and street frontages. There are current NJ Transit approvals for the creation of a new HBLRT Station at Jersey Avenue and Eighteenth Street. Residential re-development of the 10th Street corridor is almost complete; with the latest addition of the 58 condominium unit Schroeder Loft project adding to the LeFrak-developed apartments that presently line the corridor. In November 2007, The Home Depot opened a 105,121 square feet multi-level store, which employs 177 people and generating $50 million in annual sales. Other recently completed residential additions include The Cliffs, 700 Grove Street, Cast Iron Lofts, and Zephyr Lofts.

Proposed plans include the Hoboken Redevelopment Plan area and the New York Avenue Redevelopment Plan area. The 7 acre Van Leer Chocolate Factory site is slated to have up to 90-percent energy savings compared to traditional buildings through the use of geothermal and solar energy, as well as other green technologies and has been recognized in the 11th annual Governor's Environmental Excellence Awards in December 2010.

Majestic Theater and the Majestic II Projects. The adaptive re-use of the historic Majestic Theater across from City Hall including the three adjacent historic revival mixed use properties that were vacant and dilapidated, and development of a new adjoining 45 unit residential building. All of the constructed residential units have been sold or rented, and all of the highly desirable commercial spaces have been filled. Majestic II, which is a new mixed use classic mid-rise building with ground floor retail, will complete the third corner of the Montgomery Street & Grove Street intersection, connecting the eclectic buildings of the Van Vorst Historic District to the new City Hall neighborhood redevelopment. Across the street from the Majestic Projects and City Hall is an additional 99 unit 7 story building with ground floor retail space, which opened in early 2016.

New Jersey City Medical Center and Grand Jersey Redevelopment Plan Area. The Jersey City Medical Center opened its 325 bed medical facility at Grand and Jersey Avenues in 2004. This $180 million facility was financed by the FHA. Liberty Health has just completed a 5-story Medical Arts Building adjacent to the Medial Center. There are also plans to triple the capacity of the Emergency Department. New infrastructure, new streets, public garage, and new residential building are planned for this area to mirror the street grid and density of Liberty Harbor North. NJDEP has awarded Jersey City a special representative to coordinate the clean-up of the area to accelerate its redevelopment. Several projects within the area have already achieved site plan approvals and are ready to move forward. This redevelopment plan will also incorporate the re-location of the Mill Creek Sewage

outfall, allow for the creation of new wetlands adjacent to Liberty State Park and replace the pedestrian bridge with a pedestrian and bicycle friendly vehicular connection from downtown Jersey City to the Park.

APPENDIX B

CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY
INDEPENDENT AUDITORS' REPORT AND AUDITED FINANCIAL STATEMENTS

APPENDIX C

FORM OF BOND COUNSEL OPINION

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT B

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, New Jersey (the "Issuer") in connection with the issuance by the Issuer of its $9,966,000 Bond Anticipation Notes, Series 2017A (the "Notes"). The Notes are being issued pursuant to bond ordinances duly adopted by the Municipal Council. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Noteholders and Beneficial Owners of the Notes and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Continuing Disclosure Information" shall mean: (i) any notice required to be filed with the MSRB pursuant to Section 4 hereof; and (ii) any notice of an event required to be filed with the MSRB pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Noteholder" shall mean any person who is the registered owner of any Note, including holders of beneficial interests in the Notes.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Exchange Act.

"State" shall mean the State of New Jersey.

SECTION 3. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 3, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on the debt service reserves reflecting financial difficulties;

4. unscheduled draws on the credit enhancements reflecting financial difficulties;

5. substitution of the credit or liquidity providers or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax-exempt status of the Notes;

7. modifications to rights of Noteholders, if material;

8. Note calls, if material, and tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Notes, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or

governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 4. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If such termination occurs prior to the final maturity of the Notes, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 3(c).

SECTION 5. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

SECTION 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the

Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Noteholders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the same manner as for a Listed Event under Section 3(a), and shall include a narrative explanation of the reason for the amendment or waiver.

SECTION 7. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 8. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Noteholder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Notes, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Noteholders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Date: _____, 2017

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

By:_____
Donna Mauer, Chief Financial Officer

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

City Clerk File No. Res. 16.796

Agenda No. 10.F

Approved: DEC 14 2016

TITLE:

CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, SPECIAL IMPROVMENT CHARGES AND CREDITS OF $10.00 OR LESS FOT THE TAX YEAR 2016 AND PRIOR YEARS

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, various tax balances and credits for the year 2016 and prior years appears on the Tax Collector's records as of December 31, 2016 and

WHEREAS, bookkeeping and maintenance of such balances have become too costly for the City of Jersey City; and

WHEREAS, a list of these subject properties with such balances is maintained by the Tax Collector and could be verified for this purpose; and

WHEREAS, the Tax Collector deems that it is in the best interest of the City of Jersey City that these balances be canceled from accounting ledger files;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that an authorization to cancel these balances be and is hereby granted.

SEE ATTACHED SCHEDULE

APPROVED: Anthony Esposito

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, SPECIAL IMPROVEMENT CHARGES, AND CREDITS OF $10.00 OR LESS FOR THE TAX YEAR 2016 & PRIOR

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	DEPUTY TAX COLLECTOR
Phone/email	5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The bookkeeping and maintenance of tax balances $10.00 or less have become too costly for the City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/7/16

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

City Clerk File No. Res. 16.797

Agenda No. 10.G

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY COLLECTOR TO TRANSFER 2016 CALENDAR YEAR REAL ESTATE TAX CREDITS, AND OTHER MUNICIPAL CHARGE BALANCES TO OPERATIONS.

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

WHEREAS, various credits and/or overpayments appear on the Tax Collector's records for Calendar year 2016, as of December 31, 2016; and

WHEREAS, the Tax Collector of the City Of Jersey City wishes to transfer these credit balances to operations with the intent to maintain an efficient bookkeeping of the tax accounting records; and

WHEREAS, it is in the best interests of the City of Jersey City that these balances be transferred to operations;

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City Of Jersey City, that the Tax Collector of the City Of Jersey City be and is hereby authorized to transfer these balances to operations; and,

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City that these funds shall be made available by the city treasurer on a legitimate claim on these credits or overpayments.

SEE ATTACHED SCHEDULE

APPROVED: Anthony Esposito

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY COLLECTOR TO TRANSFER 2016 CALENDAR YEAR REAL ESTATE TAX CREDITS , AND OTHER MUNICIPAL CHARGE BALANCES TO OPERATIONS

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	DEPUTY TAX COLLECTOR
Phone/email	5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The bookkeeping and maintenance of tax balances $10.00 or less have become too costly for the City of Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/7/16

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

City Clerk File No. Res. 16.798

Agenda No. 10.H

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $3,361,145.04 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; 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 taxpayers and the City agree that all interest payments on any such refund shall be waived by the taxpayers if such refunds 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 taxpayers and by certified real estate appraisers engaged by the City, the Tax Assessor and Tax 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 property 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.

This settlement will result in a refund and/or credit in the amount of $3,361,145.04.

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RES. 16.798 DEC 14 2016

Schedule A - Dated: December 2, 2016; Meeting: December 14, 2016

Block	Lot	Qual.	Address	Tax Year	Taxpayer/Owner	Description	Original Assessment	Settled Assessment	Assessment Reduction	Refund
12608	10.02		372 Montgomery St.	2015	St. Bridget's Senior Residence U.R., LLC	3 Story Brick - 46 Units	$2,959,600	$270,800	$2,688,800	$201,176.02
9403	15		2 Journal Square	2014	GAIA Journal Square, U.R.	9 Story Steel Office Bldg.	$26,133,600	$26,133,600	$0	$0.00
9403	15	C0001	2 Journal Square	2016	GAIA Journal Square, U.R.	9 Story Steel Office Bldg.	$26,133,600	$19,500,000	$6,633,600	$510,853.54
28602	15		183 Linden Avenue	2014	HKM Associates, LLC	2 Story Frame Dwelling 1 Unit	$90,200	$75,000	$15,200	$1,129.97
28602	15		183 Linden Avenue	2015	HKM Associates, LLC	2 Story Frame Dwelling 1 Unit	$90,200	$75,000	$15,200	$1,137.26
21901	1		585 Route 440 (Rear)	2015	Penske Auto Gr. East, LLC	Vacant Land	$1,047,500	$785,500	$262,000	$19,602.84
21901	2		585 Route 440	2015	Penske Auto Gr. East, LLC	1 St. Composite Commercial Bldg.	$4,933,500	$3,275,700	$1,657,800	$124,036.60
1507	16	X	9 Linden Avenue East	2010	Tropicana Manufacturing	1 & 2 Story Metal Industrial Bldg.	$13,830,000	$7,690,000	$6,140,000	$423,844.20
1507	16	X	9 Linden Avenue East	2011	Tropicana Manufacturing	1 & 2 Story Metal Industrial Bldg.	$13,830,000	$8,547,600	$5,282,400	$370,190.59
1507	16	X	9 Linden Avenue East	2012	Tropicana Manufacturing	1 & 2 Story Metal Industrial Bldg.	$13,830,000	$9,162,000	$4,668,000	$335,349.12
27401	34	BLDG.	9 Linden Avenue East	2013	Tropicana Manufacturing	1 & 2 Story Metal Industrial Bldg.	$13,830,000	$10,470,400	$3,359,600	$250,827.74
27401	34	BLDG.	9 Linden Avenue East	2014	Tropicana Manufacturing	1 & 2 Story Metal Industrial Bldg.	$14,700,000	$9,996,800	$4,703,200	$349,635.89
27401	34	BLDG.	9 Linden Avenue East	2015	Tropicana Manufacturing	1 & 2 Story Metal Industrial Bldg.	$14,700,000	$9,606,400	$5,093,600	$381,103.15
27401	34	BLDG.	9 Linden Avenue East	2016	Tropicana Manufacturing	1 & 2 Story Metal Industrial Bldg.	$14,700,000	$9,606,400	$5,093,600	$392,258.14
									Total	**$3,361,145.04**

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing Refund(s)/Credit(s) of $3,361,145.04 and Reduction(s) in Assessment to Settle Tax Appeal(s) filed by Property Owner(s).

Project Manager

Department/Division	Tax Assessor's Office	Tax Assessor's Office	
Name/Title	Eduardo Toloza	Director/ Assessor	
Phone/email	201-547- 4804	Edward@jcnj.org	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The attached resolution requests the Municipal Council to authorize settlement agreement(s), which was(were) negotiated between the Tax Assessor and the owner of the property(ies) listed on the attached Schedule. The refund(s) result(s) from agreement that the assessment(s) on the property(ies) fell outside the range permitted for tax years 2010 through 2016. The total tax dollar refund for the settlements is $3,361,145.04.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/5/16

CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR

DATE: 2 DECEMBER 2016

TO: ROLANDO LAVARRO, COUNCIL PRESIDENT, & 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 was(were) negotiated between the Tax Assessor and the owner(s) of the property listed on the attached Schedule. The refund(s) result(s) from agreement(s) that the assessment(s) on the property fell outside the range permitted for tax years 2010 through 2016. The total tax dollar refund for the settlements is $3,361,145.04.

I recommend this settlement as being in the best interest of the City.

ET/mbh

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

City Clerk File No. Res. 16.799

Agenda No. 10.I

Approved: DEC 14 2016

TITLE:

RESOLUTION APPROVING THE APPOINTMENT OF PATRICK STAMATO AS DIRECTOR OF DEPARTMENT OF PUBLIC WORKS

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

WHEREAS, N.J.S.A. 40:69A-43(b) provides that each department of the City of Jersey City shall be headed by a director, who shall be appointed by the Mayor with the advice and consent of the Council; and

WHEREAS, every director serves during the term of office of the Mayor and until the appointment and qualification of a successor; and

WHEREAS, the Mayor has advised the Council by a letter on file with the office of the City Clerk, that he has appointed Patrick Stamato as Director of the Department of Public Works and seeks the advice and consent of the Council to his appointment; and

WHEREAS, Patrick Stamato is well qualified to serve as Director of the Department of Public Works of the City of Jersey City.

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

(1) The appointment of Patrick Stamato as Director of the Department of Public Works is hereby approved; and

(2) He shall serve during the term of office of the Mayor and until the appointment and qualification of a successor.

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442

STEVEN M. FULOP
MAYOR OF JERSEY CITY

STEVEN M. FULOP
MAYOR OF JERSEY CITY

December 6, 2016

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

Re: <u>Appointment of the Director of Public Works</u>

Dear Council President and Members:

I have this day appointed **Patrick Stamato,** who resides at , Jersey City, NJ 07305, as the Director of Public Works of the City of Jersey City. The appointment shall take effect on **December 15, 2016**.

In accordance with N.J.S.A. 40:69A:43, I respectfully request the advice and consent of the Municipal Council to this appointment.

Very truly yours,

STEVE M. FULOP
Mayor

JF/mp
cc: Robert Byrne, City Clerk

PATRICK G. STAMATO
19 Half Moon Isle · Jersey City, NJ 07305 ·

SUMMARY

Broad-based management experience in Solid Waste and Recycling industries and construction ac ross a wide range of industries and markets. Focused on providing cost-effective, practical and res ponsible environmental management and engineering solutions. Areas of specialization include:

- Operations Management
- Business Development & Strategic Planning
- Project and Program Management
- Negotiations and Conflict Management

Experience

Hudson County Improvement Authority — August 2013 – Present
Solid Waste Planning Analyst

- Review all Solid Waste Projects and Contracts
- Analyze efficiencies and costs of various recycling technologies
- Monitor and expedite progress of Lincoln Park Golf Course Project
- Monitor and expedite progress of Kopper's Koke Project – Kearny, NJ
- Monitor and expedite progress of Laurel Hill Promenade – Secaucus, NJ

Stamato Waste Consultants — June 2011 – June 2013
Owner and President

- Consultant to Riverbend Industrial Developers on a Solid Waste Project in the NY/NJ metropolitan area

West Side Transload LLC — North Bergen, NJ
Director of Sales — 08/2009 to 03/2011

- Structured sales function and recruited business development team.
- Built organizational infrastructure for business development programs with diverse financial goals for the organization.
- Channeled sales into new revenue markets and verticals for the organization.
- Assisted with local, county and state agencies (i.e. NJDEP) for review and approvals of permit modifications and engineering designs of operation and site plans.
- Conducted negotiations with NYS&W Railroad for rail transport, railcar designs and acquisitions, alternate landfill disposal and rail routing.
- Consulted on equipment maintenance, labor contract negotiations and modifications.

Eagle Recycling of NJ — North Bergen, NJ
General Manager — 03/2004 to 06/2009

- Responsible for the organizational operations within facility and maintenance of all heavy equipment.
- Assisted with labor contract negotiations, landfill contracts and acquisition and procurement of capital equipment.

- Worked directly with all local, county and state agencies to successfully achieve tonnage increase from 353 tons per day to 1200 tons per day.

HC Company — North Bergen, NJ
P&N SJG Recycling Specialists/ President & Partner — 04/1999 to 11/2003

- Negotiated acquisition of companies.
- Oversaw the design and implementation of all organizational policies and procedures.
- Approval of MRF facility through local, county and state agencies.
- Designed Materials Recycling Facility (MRF) and operation of sorting, recycling equipment and bailing.
- Implementation plans and construction of facility keeping within compliance of all NJDEP regulations, applications and approval process..
- Established efficient and amicable relations with Local, County and State agencies such as NJDEP.

Hudson Jersey Sanitation Inc. — Little Falls, NJ
West Milford Haulage Inc. — West Milford, NJ
Frank Stamato and Co., Inc. — West Milford, NJ
Vice President/Partner — 06/1972 to 02/1998

- Responsible for public bidding of municipal waste contracts, equipment procurement and efficient operations of the above 3 companies.
- Developed effective equipment routing to maximize efficiency and profitability.
- Responsible for overseeing Municipal and State (NJ TPK Authority) Snow Plowing/ Snow Removal Contracts and Snow Plowing/Removal Operations
- Responsible for business operations such as organizational development, talent acquisition, conflict resolution and policy development.
- Responsible for direct dealing with all financial institutions and bonding entities.
- Responsible for labor contract negotiations and contract addendums.
- Created specific marketing approaches to improve business development strategies.
- Developed and implemented safety and maintenance programs.
- Negotiated successful sale of companies to a public entity

EDUCATION

Kentucky Wesleyan College
BA, Business with Minor in Economics, Marketing & Advertising

LICENSES

Licensed NJ Public Weighmaster, NJ Division of Weights and Measures

CERTIFICATIONS AND TRAININGS

See Attached

ACTIVITIES AND INTERESTS

- President, Port Liberte Condo Assn.
- Member at Large, Port Liberte Homeowners Assn.
- Boy Scouts of America, Former Chairman, Three Rivers District of Northern NJ Council
- Avid Saltwater, Freshwater and Fly Fisherman

- Former member of Governor's council for the formation of New Jersey's Municipal Curbside Recycling Program

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

City Clerk File No. Res. 16.800

Agenda No. 10.J

Approved: DEC 14 2016

TITLE:

RESOLUTION RE-APPOINTING MARGARET MARLEY AS A FULL-TIME JUDGE IN THE JERSEY CITY MUNICIPAL COURT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, pursuant to N.J.S.A. 2B:12-4(b), the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council, that he has appointed Margaret Marley as a full-time Judge of the Municipal Court, whose term will expire on December 17, 2016; and

WHEREAS, Margaret Marley is well qualified to serve as a full-time Judge in the Jersey City Municipal Court; and

WHEREAS, pursuant to N.J.S.A. 2B:12-4(a) an appointment for an expired term is for a full three (3) year term; and

WHEREAS, the appointment requires the advise and consent of the Municipal Council.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the appointment of Margaret Marley as a full-time Judge of the Municipal Court of the City of Jersey City for a three (3) year term to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).

1. The appointment of Margaret Marley as a full-time Judge of the Municipal Court of the City of Jersey City to commence on the date of the within resolution, is hereby consented to pursuant to N.J.S.A. 2B:12-4(b).

2. The appointment of Margaret Marley as a full-time Judge, be and is hereby approved to commence on the adoption of the within resolution and to expire on December 17, 2019.

JF/he

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442

STEVEN M. FULOP
MAYOR OF JERSEY CITY

STEVEN M. FULOP
MAYOR OF JERSEY CITY

December 5, 2016

Council President and
Members of the Municipal Council
280 Grove Street

Re: Re- Appointment of Margaret Marley
As a Full-Time Municipal Court Judge

Dear Council President and Members:

In the letter of December 2, 2016 from Jeremy Farrell, Corporation Counsel, you were sent the resume of Margaret Marley and advised of her proposed re-appointment as Judge of the Municipal Court of the City of Jersey City.

Having received no material objection to the re-appointment, this is to advise you that I am re-appointing Margaret Marley, a resident of the City of Jersey City, as a full-time Judge of the Municipal Court of Jersey City, whose term will expire on December 17, 2016. Ms. Marley's term will commence upon adoption of a Resolution and expire on December 17, 2019. A copy of her resume is attached.

In accordance with N.J.S.A. 2B:12-4(b), I respectfully request the advice and consent of the Municipal Council to this appointment.

Very truly yours,

STEVEN M. FULOP
Mayor

SMF/he
cc: Robert Byrne, City Clerk

MARGARET M. MARLEY *Admitted to the New Jersey State Bar - 1989*

• Attorney at Law - Full time Judge of the Municipal Court - City of Jersey City

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:om

EDUCATION

- **Juris Doctor, Seton Hall University School of Law , Cum 3.12 — 1986 - 1989**
- **Seton Hall University, Bachelor of Arts, Political Science — 1982 - 1986**

  Graduated Magna Cum Laude Cum 3.7 Political Science Honor Society.

EMPLOYMENT

- **Judge of the Municipal Court, Full-Time, Jersey City — 2007-Present**

Presiding over 10 court calendars weekly with matters including criminal offenses, DWI, motor vehicle violations, municipal ordinance violations and Temporary Restraining Orders. Also assigned to Hudson County Central Judicial Processing Court where new arrests are reviewed by the County Prosecutor and are referred to the Grand Jury or downgraded and sent to the various Municipal Courts throughout Hudson County. Defendants in this court make a first appearance, are arraigned and bail is set. The job also requires being available to the JCPD, Port Authority and NJ Transit Police on a 24 hour basis for bails, findings of probable cause, search warrants and orders for the drawing of blood in certain DWI cases.

- **Municipal Prosecutor, Jersey City Municipal Court, - 2006-2007**

Handled all phases of Prosecution in the Municipal Court from arraignment to plea negotiations to trial on matters including criminal offenses, DWI, motor vehicle violations and municipal ordinance violations

- **Solo Practitioner, Attorney, Jersey City, New Jersey 1997-2007**

Maintained a private general practice specializing in criminal defense and Municipal Court matters. Also handled civil litigation including contract disputes, real estate transactions, wills and estates and family law. Also worked as a part time associate attorney for Bielan, Milkos & Makrogiannis, Bayonne, NJ throughout this time period. Worked as Public Defender in the Jersey City Municipal Court from 1998 to 2006.

- **Office of the Hudson County Prosecutor, Assistant Prosecutor, 1992-1997**

Handled all phases of Criminal Prosecution from Pre-Indictment to Grand Jury to Trial. Assigned to adult division, juvenile division and domestic violence unit. Handled variety of offenses including but not limited to drugs, robbery, burglary, and aggravated assault. Prosecuted numerous jury trials.

- **Hughes & Finnerty, Associate Attorney, Bayonne, NJ 1990-1992**

Associate attorney in firm with general practice handling commercial litigation, personal injury, criminal defense, real estate and family law. Firm was Public Defender for the Bayonne Municipal Court. Heavy motion practice.

- **Hon. Kevin G. Callahan, JSC, Judicial Law Clerk, Hudson County, NJ 1989-1990**

Served as judicial law clerk for the then Presiding Judge of the Criminal Division

PROFESSIONAL ASSOCIATIONS

New Jersey State Bar Association

Hudson County Bar Association

District IV Attorney Ethics Committee - past member

COMMUNITY SERVICE

Ward C Democratic Club, Jersey City - Secretary - 1983 (age 18)

Holy Rosary School, Jersey City, NJ - Coached Girls Basketball & Softball, Adult leader of youth CYO group (late 80's-early 90's)

Hilltop Neighborhood Association, Jersey City, NJ - Former President

Jersey City Board of Education, Super Saturday Program - Law Instructor

High School Mock Trial Competition - Coached Hoboken High School Team for one term

Academy of St. Aloysius Alumnae Association - Former President, Council member 1988 - 2015. Also coached Varsity Tennis and Varsity Softball - High School - 2000 - 2006

St. Joseph's Parish, Jersey City - Served on Parish Council, Lector, 1982 - 1997 Leader of Song for weekly novena service 2014

St. Joseph's School, Jersey City - Vice President of School Board, Chair of Development Committee 2010, 2011, 2012

Judge - Appellate Advocacy Program - Seton Hall University School of Law 2015

American Conference on Diversity - student art award judge 2015

COMMUNITY AWARDS

Hudson County CYO Outstanding Merit Award - Holy Rosary Parish - 1990

Jersey City Woman of Action Award - Jersey City Municipal Council - 1995

Distinguished Alumna Award - Saint Joseph's School, Jersey City - 2009

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

City Clerk File No. Res. 16.801

Agenda No. 10.K

Approved: DEC 14 2016

TITLE:

RESOLUTION FOR THE APPOINTMENT OF PETER A. BASSO AS MUNICIPAL PROSECUTOR FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERM OF ONE YEAR

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

WHEREAS, N.J.S.A. 2B:25-4 provides that each Municipal Court in New Jersey shall have a Chief Municipal Prosecutor and Municipal Prosecutors to serve for terms of one year from the date of their appointments; and

WHEREAS, under N.J.S.A. 2B:25-5a, Municipal Prosecutors shall prosecute all offenses within the statutory jurisdiction of the Municipal Court as defined by law, including but not limited to municipal ordinance and municipal code violations pertaining to zoning, land or property use regulation, property maintenance, building or construction; and

WHEREAS, as a result of a recent vacancy, it is necessary to appoint an additional Municipal Prosecutor;

WHEREAS, the Mayor has appointed **Peter A. Basso,** residing at **63 Sherman Place, Jersey City, New Jersey 07307,** for a one year term as part-time Assistant Municipal Prosecutor of the Municipal Court of Jersey City, subject to the advice and consent of the Municipal Council;

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

1. The appointment of **Peter A. Basso,** as part time Assistant Municipal Prosecutor, be and is hereby approved with a one year term of office to commence on or about January 1, 2017 and to expire on December 31, 2017.

2. The Assistant Municipal Prosecutors shall be compensated on an hourly, per diem, or annual basis in an amount to be determined by the Mayor or Business Administrator.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0 12.14.16

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230

STEVEN M. FULOP
MAYOR OF JERSEY CITY

JEREMY FARRELL
CORPORATION COUNSEL

December 6, 2016

Council President and
Members of the Municipal Council
280 Grove Street
Jersey City, New Jersey 07302

Reference: Appointment of Municipal Court Prosecutor

Dear Council President and Members:

A current vacancy necessitates a new appointment to the Jersey City Prosecutor's Office. The appointment requires designation by the Mayor, and the advice and consent of the Municipal Council.

In accordance with N.J.S.A. 2B:25-4, Mayor Steven M. Fulop is submitting for your consent Peter A. Basso for a one-year term as municipal prosecutor. The Mayor believes Mr. Basso is well qualified to assume the duties of municipal prosecutor. Enclosed for your consideration is Mr. Basso's résumé. Please feel free to contact him directly to set up a time to meet or to ask any questions you may have.

It is the Mayor's intention to have the resolution requesting your consent to this appointment on the agenda of the December 14, 2016 Council Meeting.

Very truly yours,

Jeremy Farrell
Corporation Counsel

JF/ mp
Enclosure

cc: Steven M. Fulop, Mayor
Mark Albiez, Chief of Staff
Robert Kakoleski, Business Administrator
Armando Molina, Chief Prosecutor

PETER A. BASSO

LEGAL EXPERIENCE

BASSO & KHARE LLC, Jersey City, NJ *January 2014 – Present*

Partner and Co-Founder (P/T): Managing a full-service law firm, specializing in plaintiff-side employment and immigration law, with secondary practice areas of small business and nonprofit law. Legal work involves all aspects of litigation and transactional matters, consultations, and representation of clients in alternative dispute resolution.

CITY COUNCIL PRESIDENT ROLANDO R. LAVARRO, JR., Jersey City, NJ *August 2013 – Present*

Legislative Aide (P/T): Researching, drafting, and strategizing passage of City ordinances; briefing Council President on proposed legislation; and managing Council Office affairs and staff.

LAW OFFICES OF RITA W. GORDON, New York, NY *August 2013 – October 2013*

Contract Attorney (P/T): Drafted opposition memorandum of law and supporting papers in pending condominium association member litigation; edited and formatted summary judgment submissions.

SHAPIRO TAMIR LAW GROUP PLLC, Brooklyn, NY *November 2012 – April 2013*

Contract Attorney: Represented corporate debtor in complex commercial litigation; prepared deposition kits for expert witnesses; drafted summary judgment briefs; and supervised junior associates on the team.

EISENBERG & SCHNELL LLP, New York, NY *September 2008 – December 2011*

Associate: Litigated employment discrimination and contract cases in Federal and State courts, including drafting pleadings, memoranda of law, and discovery requests; drafted demand letters and charges of discrimination to the U.S. Equal Employment Opportunity Commission (EEOC); and researched and drafted appellate briefs to the Second Circuit Court of Appeals.

THE HONORABLE JONATHAN N. HARRIS, N.J. Super. Ct., Hackensack, NJ *September 2007 – August 2008*

Law Clerk: Managed the judge's two-week motion calendar; researched and drafted memoranda of law related to dispositive motions on the complex commercial docket, actions in lieu of prerogative writs, and mass tort cases; and mediated small claims.

GAY & LESBIAN ADVOCATES & DEFENDERS (GLAD), Boston, MA *February 2003 – May 2004*

Litigation Assistant: Supported attorneys in pending litigation related to same-sex marriage and other GLBT/HIV legal matters. Served as part-time legal intern for GLAD during law school (Summer 2005)

BAR ADMISSIONS & ASSOCIATIONS

New Jersey (2007), U.S. District Court for the District of New Jersey (2007);
New York (2008), U.S. District Courts for the Southern and Eastern Districts of New York (2009);
New Jersey State Bar Association (NJSBA) (2007 to Present); and
New York County Lawyers Association (NYCLA) (2008 to Present).

EDUCATION

NORTHEASTERN UNIVERSITY SCHOOL OF LAW, Boston, MA **J.D., May 2007**

Legal Internship Experience: **The Federal Public Defenders,** Miami, FL, (March – May 2007); **National Labor Relations Board (NLRB),** New York, NY, (Sept. – Nov. 2006);
Vladeck, Waldman, Elias & Engelhard, P.C., New York, NY, (March – May 2006);
and **U.S. District Judge Laura Taylor Swain (S.D.N.Y.),** New York, NY, (Sept. – Nov. 2005).

BRANDEIS UNIVERSITY, Waltham, MA **B.A., History and Politics, *Magna Cum Laude*, May 2002**

Honors and Activities: J.W. Cunningham Writing Award; Phi Beta Kappa; Justice Brandeis Scholarship Program; and Editor-in-Chief, *The Justice*, weekly student newspaper.

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

City Clerk File No. Res. 16.802

Agenda No. 10.L

Approved: DEC 14 2016

TITLE:

RESOLUTION REAPPOINTING GENEVIEVE GAZON AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the governance agreement between the City of Jersey City and the Jersey City Medical Center provides that the Center shall be managed by a board of trustees consisting of twenty-one members, three of whom shall be appointed by the City of Jersey City; and

WHEREAS, the Honorable Steven M. Fulop, Mayor has by letter dated November 17, 2016, reappointed **Genevieve Gazon**, of 333 Seventh Street, Jersey City, New Jersey, 07302, as a trustee of the **Jersey City Medical Center Board,** for a term to commence upon adoption of this resolution and expire December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Genevieve Gazon** be approved as a trustee of the of the **Jersey City Medical Center Board** for the above mentioned term.

RB:sjg

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSTAIN		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REAPPOINTING GENEVIEVE GAZON AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

Initiator

Department/Division	Clerk/Council	Office of the City Clerk
Name/Title	Sean J. Gallagher	Deputy City Clerk
Phone/email	201-547-4486	seang@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Genevieve Gazon first appointment was to fill an expired term on January 14, 2015. Ms. Gazon's term expires on December 31, 2016. Mayor Fulop has instructed me to reappoint Ms. Gazon to a full two year term. The letter from the Mayor reappointing Ms. Gazon is attached.

I certify that all the facts presented herein are accurate

Signature of Department Director **Date** 11/30/16

Report of Directors
8.a
Meeting 12.14.16

CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

November 17, 2016

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members,

Kindly be advised that I have reappointed **Genevieve Gazon** of 333 Seventh Street, Jersey City, New Jersey, 07302 as a member of the **Jersey City Medical Center Board of Trustees.** Ms. Gazon's term will commence upon the adoption of a resolution and will expire on December 31, 2018.

I respectfully request your advice and consent to this appointment.

Sincerely,

Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Jack Auletta, Jersey City Medical Center (L.H.S.)
Amy Gilmor, Jersey City Medical Center (L.H.S.)
Mark Albiez, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Genevieve Gazon

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV
WWW.CITYOFJERSEYCITY.COM

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

City Clerk File No. Res. 16.803

Agenda No. 10.M

Approved: DEC 14 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City a Community Services Block Grant No. 2016-05235-0235-00 of $879,788.00; and

WHEREAS, as noted in resolution number 16.390 approved on June 15, 2016, the City anticipated receiving $879,788.00 in CSBG funds for FY2016 – 2017; and

WHEREAS, the City's allocation was recently increased by 6.11% for a total allocation of $933,576.00; and

WHEREAS, as a result of the above referenced increased award, a total of $53,788.00 is available for programming; and

WHEREAS, it is in the best interest of the City to allocate the $53,788.00 to the Jersey City Department of Health and Human Services Senior Nutrition Program; and

WHEREAS, upon receiving a commitment from the Department of Community Affairs for the balance of the funding anticipated, the Division of Community Development will increase these contracts to reflect the full funding identified on the following page; and

WHEREAS, the operation of the activities proposed in the City of Jersey City's application requires that we subcontract with the agency listed on the attached page; and

WHEREAS, the Department of Community Affairs has approved services proposed by the subgrantee listed on the attached page; and

WHEREAS, this grant will be effective for the period of January 1, 2016 through December 31, 2016.

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 Services Block Grant Program and to execute amendments and modifications to agreements during the year.

BE IT FURTHER RESOLVED that upon receipt of full funding from the New Jersey Department of Community Affairs, the Mayor or Business Administrator, through its Division of Community Development, may increase contracts to reflect the full funding identified on the following page.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.803

Agenda No. 10.M

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

AGENCY	ORIGINAL FUNDING ALLOCATION	FINAL FUNDING LEVEL	P.O. NUMBER	ACCOUNT NUMBER
Jersey City Dept. of Health & Human Services (Senior Nutrition)	100,334.00	154,122.00	121355	02-213-40-602-905

I hereby certify that increased funding in the amount of $53,788.00 is available in Account No. 02-213-40-602 for this final allocation.

Donna Mauer, Chief Financial Officer

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

R.R 12-6-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

Project Manager

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies that serve low income individuals. Services range from educational programs to youth to Meals on Wheels program for senior citizens.

Cost (Identify all sources and amounts)

Grant Funds - $742,397.00 (initial allocation).
Expected total allocation of $879,788.00
Final allocation is $933,576.00

Contract term (include all proposed renewals)

Grant Term is from January 1, 2016 – December 31, 2016

Type of award State (DCA) Funding

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/5/16

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

City Clerk File No. Res. 16.804

Agenda No. 10.N

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 145 CLAREMONT AVENUE, A/K/A BLOCK 22604, LOT 4, F/K/A BLOCK 1990, LOT 42

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

WHEREAS, on March 29, 2005, Christopher Murphy (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of $5,100.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 12723 at Page 00278 of the Register of Deeds for Hudson County on April 15, 2005; and

WHEREAS, the loan 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 145 Claremont Avenue, Jersey City, also known as Block 22604, Lot 4, f/k/a Block 1990, Lot 42; 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 in the sum of $5,100.00 affecting 145 Claremont Avenue, Jersey City, also known as Block 22604, Lot 4, f/k/a Block 1990, Lot 42.

JLB/he
12/05/16

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 145 Claremont Avenue, Jersey City, NJ 07305

Initiator

Department/Division:	**HEDC**	**Community Development**
Name/Title:	Kimberly El-Sadek **Initialed:**	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 145 Claremont Avenue, Jersey City, NJ 07305

Block: 22604 f/k/a 1990 Lot: 4 f/k/a 42

HORP/SHRP Mortgage Amount: $ 5,100.00

Execution Date of HORP/SHRP Mortgage: 3/29/2005

Recording Date of HORP/SHRP Mortgage: 4/15/2005 Book: 12723 Page: 278

Basis for Discharge of Mortgage:

☒ Maturity of HORP/SHRP Mortgage: 3/29/2010
Maturity Date

☐ Satisfaction of HORP/SHRP Mortgage: _____ _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** Dec 1 2016

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

City Clerk File No. Res. 16.805

Agenda No. 10.0

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 100 CLERK STREET, A/K/A BLOCK 23302, LOT 48, F/K/A BLOCK 2013, LOT 10.A

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

WHEREAS, on August 3, 2006, David Case (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of $15,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 14845 at Page 00308 of the Register of Deeds for Hudson County on September 8, 2006; and

WHEREAS, the loan 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 100 Clerk Street, Jersey City, also known as Block 23302, Lot 48, f/k/a Block 2013, Lot 10.A; 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 in the sum of $15,000.00 affecting 100 Clerk Street, Jersey City, also known as Block 23302, Lot 48, f/k/a Block 2013, Lot 10.A.

JLB/he
12/05/16

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 100 Clerk Street, Jersey City, NJ 07305

Initiator

Department/Division:	**HEDC**	**Community Development**
Name/Title:	Kimberly El-Sadek **Initialed:**	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 100 Clerk Street, Jersey City, NJ 07305

Block: 23302 f/k/a 2013 Lot: 48 f/k/a 10.A

HORP/SHRP Mortgage Amount: $ 15,000.00

Execution Date of HORP/SHRP Mortgage: 8/3/2006

Recording Date of HORP/SHRP Mortgage: 9/8/2006 Book: 14845 Page: 308

Basis for Discharge of Mortgage:

☒ Maturity of HORP/SHRP Mortgage: 8/3/2011 (Maturity Date)

☐ Satisfaction of HORP/SHRP Mortgage: _____ (Payoff Amount) _____ (Date Payoff Received)

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** Dec 1, 2016

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

City Clerk File No. Res. 16.806

Agenda No. 10.P

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AND A DISCHARGE OF MORTGAGE AFFECTING THE PROPERTY KNOWN AS 424 LIBERTY AVENUE A/K/A BLOCK 2601, LOT 56, F/K/A BLOCK 925, LOT 39

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Theresa Haywood, (the owner) of 424 Liberty Avenue a/k/a Block 2601, Lot 56, f/k/a Block 925, Lot 39 (Property), participated in the City of Jersey City's (City) Home Owner Rehabilitation Program (HORP); and

WHEREAS, on March 29, 2006, the owner received a (5) five-year HORP loan in the amount of $15,000 for the purpose of rehabilitating a one-family residential unit; and

WHEREAS, the HORP loan was recorded on May 3, 2006 in Book 14329, at Page 310 in the Office of the Hudson County Register; and

WHEREAS, thereafter, the owner received a (10) ten-year HORP loan from the City on July 12, 2013, in the amount of $24,530 for the purpose of rehabilitating a one-family residential unit; and

WHEREAS, the HORP loan was recorded as a second mortgage against the property on August 9, 2013 in Book 18216, at Page 130 in the Office of the Hudson County Register; and

WHEREAS, the City's loans self-amortize provided that the homeowner resides in the property and does not sell the property during the restricted period, which for the 2006 loan until 2011, and for the 2013 loan until 2023; and

WHEREAS, the owner now desires to refinance her First Mortgage in order to obtain a lower interest rate and lower monthly mortgage payments; and

WHEREAS, the new lender, United Mortgage Corp., requires the discharge of the existing First Mortgage and the 2006 HORP loan, and the City's subordination of the second HORP mortgage; and

WHEREAS, the amount of United Mortgage Corp.'s first loan is $142,450; and

WHEREAS, a recent fair market value appraisal of the Property came in at $295,000; and

WHEREAS, the City has reviewed the request for subordination of its mortgage to the loan of United Mortgage Corp., and recommends the within subordination because the fair market value of the property supports the amount of the new loan and the title report confirms that the City will remain in second position, subordinate only to the United Mortgage Corp. loan and the City's mortgage.

City Clerk File No. Res. 16.806

Agenda No. 10.p

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AND A DISCHARGE OF MORTGAGE AFFECTING THE PROPERTY KNOWN AS 424 LIBERTY AVENUE A/K/A BLOCK 2601, LOT 56, F/K/A BLOCK 925, LOT 39

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to: 1) execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's 2013 Mortgage, affecting 424 Liberty Avenue, also known as Block 2601, Lot 56, to the interests of a new First Mortgage in an amount not to exceed $142,450 with United Mortgage Corp.; and 2) discharge the City's 2006 HORP Mortgage.

JML/he
12/05/16

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 424 Liberty Avenue, Jersey City, NJ 07307

Initiator

Department/Division:	**HEDC**	**Community Development**
Name/Title:	Kimberly El-Sadek **Initialed:** KE	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 424 Liberty Avenue, Jersey City, NJ 07307

Block: 2601 f/k/a 925 Lot: 56 f/k/a 39

HORP/SHRP Mortgage Amount: $ 15,000.00

Execution Date of HORP/SHRP Mortgage: 3/29/2006

Recording Date of HORP/SHRP Mortgage: 5/3/2006 Book: 14329 Page: 310

Basis for Discharge of Mortgage:

☒ Maturity of HORP/SHRP Mortgage: 3/29/2011
Maturity Date

☐ Satisfaction of HORP/SHRP Mortgage: _____ _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** Dec 1, 2016

Prepared by:_____

STATE OF NEW JERSEY
COUNTY OF HUDSON

James M. LaBianca
Asst. Corporation Counsel

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this _____ day of December, 2016, by and among the following: Theresa Haywood, hereinafter referred to as "Owner" or "Borrower", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and United Mortgage Corp., hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a new first Loan to Borrower(s), requires the discharge of the existing first Mortgage and subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 424 Liberty Avenue, Jersey City, New Jersey a/k/a Block 2601, Lot 56 formerly known as Block 925, Lot 39.

2. The superior debt is more fully described in a note in the original principal sum of $142,450.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.

3. The subordinated debt is more fully described in a note in the original principal sum of $24,530 executed by Borrowers on July 12, 2013, recorded on August 9, 2013 in Book 18216, at page 130 and made payable to the City of Jersey City (the Subordinating Party).

4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.

5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this _____day of December, 2016.

CITY OF JERSEY CITY

By: _____
Robert J. Kakoleski
Business Administrator

STATE OF NEW JERSEY)
ss.:
COUNTY OF HUDSON)

I CERTIFY that on December ____, 2016, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as Business Administrator of the City of Jersey City, the entity named in this instrument; and

(c) executed this instrument as the act of the entity named in this instrument.

_____
James LaBianca
Attorney at Law, N.J.

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

City Clerk File No. Res. 16.807

Agenda No. 10.Q

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF A FIVE-YEAR GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO FUND THE JERSEY CITY MUNICIPAL ALLIANCE AND THE SUBMISSION OF A MUNICIPAL ALLIANCE PLAN UPDATE TO THE COUNTY OF HUDSON IN ORDER TO RECEIVE GRANT FUNDS FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018

COUNCIL, AS A WHOLE, OFFERED AND MOVED UPON THE FOLLOWING RESOLUTION:

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the City Council of the City of Jersey City ("City"), County of Hudson, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages, and has an established Jersey City Municipal Alliance Committee ("Committee"); and

WHEREAS, the Committee is entering its fourth year of implementing a five (5) year strategic plan as part of the Governor's Council on Alcoholism and Drug Abuse through the County of Hudson, and the Municipal Alliance grant agreement must be renewed annually, contingent on funding from the Hudson County Department of Health and Human Services ("County"); and

WHEREAS, pursuant to the grant agreement the City must submit a Municipal Alliance Plan update to the County in order to receive grant funds in the amount of $213,903.00 for the period of July 1, 2017 through June 30, 2018; and

WHEREAS, the City of Jersey City will provide the mandatory 25% monitory contribution in the amount of $53,476.00, available in the Matching Funds for Grants account, and the mandatory 75% funding in the form of in-kind support will be provided by the Municipal Alliance sub-grantees in the amount of $160,427.00.

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

1. The City Council authorizes the submission of a strategic plan for the Jersey City Municipal Alliance grant year July 1, 2017 to June 30, 2018 in the amount of:

DEDR	$213,903.00
Cash Match	$53,476.00
In-Kind	$160,427.00

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.807

Agenda No. 10.Q DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF A FIVE-YEAR GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO FUND THE JERSEY CITY MUNICIPAL ALLIANCE AND THE SUBMISSION OF A MUNICIPAL ALLIANCE PLAN UPDATE TO THE COUNTY OF HUDSON IN ORDER TO RECEIVE GRANT FUNDS FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018

2. The City Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

3. The Municipal Alliance grant agreement is renewed for the fourth year of the five-year grant period.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

B.R. 12-5-16

_____
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF A FIVE-YEAR GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO FUND THE JERSEY CITY MUNICIPAL ALLIANCE AND THE SUBMISSION OF A MUNICIPAL ALLIANCE PLAN UPDATE TO THE COUNTY OF HUDSON IN ORDER TO RECEIVE GRANT FUNDS FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018

Project Manager

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City Council of the City of Jersey City ("City"), County of Hudson, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages, and has an established Jersey City Municipal Alliance Committee ("Committee"); and the Committee is entering its fourth year of implementing a five (5) year strategic plan as part of the Governor's Council on Alcoholism and Drug Abuse through the County of Hudson, and the Municipal Alliance grant agreement must be renewed annually, contingent on funding from the Hudson County Department of Health and Human Services ("County").

Pursuant to the grant agreement the City must submit a Municipal Alliance Plan update to the County in order to receive grant funds in the amount of $213,903.00 for the period of July 1, 2017 through June 30, 2018; and

The City of Jersey City will provide the mandatory 25% monitory contribution in the amount of $53,476.00, available in the Matching Funds for Grants account, and the mandatory 75% funding in the form of in-kind support will be provided by the Municipal Alliance sub-grantees in the amount of $160,427.00.

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 12/2/16

Signature of Purchasing Agent — **Date**

Peter Folgado, QPA

COUNTY OF HUDSON
DEPARTMENT OF HEALTH & HUMAN SERVICES
830 Bergen Avenue 4B
Jersey City, NJ 07306
Phone: (201) 369-5280
Fax: (201) 369-5281

THOMAS A. DEGISE
County Executive

DARICE TOON
Director

NICOLE HARRISON-GARCIA
Deputy Director

The Honorable Steven Fulop
City of Jersey City
280 Grove St.
Jersey City, NJ 07302

November 7, 2016

RE: Letter Requesting Submission of Plans

Dear Mayor Fulop,

The Hudson County Department of Health and Human Services has been notified by the Governor's Council on Alcoholism and Drug Abuse (GCADA) that monies will be available for the implementation and continuation of Hudson County's Municipal Alliance grants.

The County is required to submit an updated plan to receive these funds. In order for your municipality to be eligible to receive funds in the amount of **$213,903.00**, for the period of July 1, 2017 through June 30, 2018, it is necessary for your municipality to submit a Municipal Alliance Plan update. The following information is required for this update:

1. Form 1 – Signed Cover Page
2. Form 7 – Alliance Action Plan (This form is required for new activities only)
3. Form 8 – Budget
4. Form 1B – Resolution Authorizing Submission of the Municipal Alliance Plan

Effective FY18 GCADA is requiring modifications to plans to insure that all activities are in full compliance with GCADA regulations. While some activities may have previously been funded for multiple years, modifications are necessary to strengthen specific programs. Per GCADA, failure to address items noted on the attached page will result in loss of funding for the activity.

Please submit items one (1) through three (3) noted above to the Hudson County Department of Health and Human Services Municipal Alliance Coordinator, Derron Palmer, by December 20, 2016. Item four (4) (Municipal Resolution) may be submitted by January 23, 2017.

If you have any questions please feel free to contact Derron Palmer at (201) 369-5280 extension 4245.

Sincerely,

Darice Toon, Director
Department of Health and Human Services

cc: Paul Steffens

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

City Clerk File No. Rés. 16.808

Agenda No. 10.R

Approved: DEC 14 2016

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING TONNELE AVENUE LIGHT INDUSTRIAL STUDY AREA AS AN *AREA IN NEED OF REDEVELOPMENT* AND MORE SPECIFICALLY AS A *CONDEMNATION REDEVELOPMENT AREA*

WHEREAS, the Municipal Council of the City of Jersey City has, by Resolution 15.862, adopted December 16, 2015, authorized the Jersey City Planning Board to conduct a preliminary investigation to determine whether the Tonnele Avenue Light Industrial Study Area meets the criteria of New Jersey's Local Redevelopment and Housing Law, *NJSA 40A:12A-1 et seq.,* qualifying it as "an area in need of redevelopment," and more specifically as a "condemnation redevelopment area;" and

WHEREAS, the Planning Board, at its meeting of November 15, 2016, which was properly noticed as required by law, did conduct an investigation into the conditions affecting the property in question and did approve a motion to recommend to the Municipal Council that the referenced area be declared to be an "area in need of redevelopment" and more specifically as a "condemnation redevelopment area"; and

WHEREAS, the Planning Board's recommendation is based on evidence presented to it and contained in the document entitled, *Report Concerning the Determination of the Tonnele Avenue Light Industrial Study Area as an Area in Need of Redevelopment and more Specifically as a Condemnation Redevelopment Area,* attached hereto, and made a part hereof, and on the testimony of interested parties attending said Planning Board meeting; and

WHEREAS, the Planning Board did find, and so recommends to the Municipal Council, that the area in question meets the statutory criteria, pursuant to NJSA 40A:12A-5.d, e, and h. to be declared an "area in need of redevelopment" with the authorization to use eminent domain also known as a "Condemnation Redevelopment Area" pursuant to NJSA 40A:12A-6; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the recommendation of the Planning Board be, and hereby is accepted, and that the parcels included in the Tonnele Avenue Light Industrial Study Area be, and hereby is, declared to be "an area in need of redevelopment" and more specifically as a "condemnation redevelopment area."

APPROVED: _____ APPROVED AS TO LEGAL FORM: _____
Margaret Bucci-Carter, PP, AICP, Director
Division of City Planning

APPROVED: _____ _____
Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____ _____
Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING TONNELE AVENUE LIGHT INDUSTRIAL STUDY AREA AS AN *AREA IN NEED OF REDEVELOPMENT* AND MORE SPECIFICALLY AS A *CONDEMNATION REDEVELOPMENT AREA*

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director
	Jeff Wenger, PP, AICP	Principal Planner
Phone/email	201-547-5010	maryannb@jcnj.org/ jeff@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

This Resolution will declare the Tonnele Avenue Light Industrial Study Area to be an *Area in Need of Redevelopment* and as a *Condemnation Redevelopment Area* under New Jersey's Local Redevelopment and Housing Law, *NJSA 40A:12A-1 et seq.*

The Study Area was found by the Planning Board to exhibit a blighting influence on nearby properties.

This will grant to City and/or the Jersey City Redevelopment Agency the authority to utilize eminent domain or condemnation to require the sale of the properties within the Study Area to the City or Redevelopment Agency.

This will also grant the City authority to adopt a Redevelopment Plan for the Study Area.

I certify that all the facts presented herein are accurate.

Signature of Division Director — Date 11/18/16

Signature of Department Director — Date 11/18/16

Report Concerning the Determination of the Tonnele Avenue Light Industrial Study Area as an *Area in Need of Redevelopment* and more specifically as a *Condemnation Redevelopment Area*

As recommended to the Jersey City Municipal Council by the Jersey City Planning Board on November 15, 2016

Jersey City
City Planning Division
30 Montgomery Street Suite 1400
Jersey City, NJ 07302-3821
Phone: 201.547.5010
Fax: 201.547.4323

governing body to be a redevelopment area. After receiving the recommendation of the Planning Board, the municipal governing body may adopt a resolution determining that the delineated area, or any part thereof, is a redevelopment area".

If the Study Area is found to be an area in need of redevelopment or rehabilitation, the City will then be permitted by statue to prepare a Redevelopment Plan to improve all or a portion of the Study Area. In the language of the Local Redevelopment and Housing Law, A "Redevelopment Plan" means:

". . . a plan adopted by the governing body of a municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or an area in need or rehabilitation, which plan shall be sufficiently complete to indicate its relationship to definite municipal objectives as to appropriate land uses, public transportation and utilities, recreational and municipal facilities, and other public improvements; and to indicate proposed land uses and building requirements in the redevelopment area or area in need of rehabilitation or both".

The purpose of this study is to determine if the Study Area is in need of such redevelopment activities. The Planning Board acts in a fact-finding capacity prior to action by the governing body. It gathers facts and makes recommendations for the governing body to act upon. The New Jersey redevelopment statue does not require that all property in the Study Area be in need of redevelopment prior to such a determination being made. The Study Area may include individual parcels that do not reflect any of the eligibility criteria listed in the statue. NJSA 40A:12A-3 states that a Redevelopment Area may include lands, buildings or improvements that in and of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

NJSA 40A:12A-14 states that:

"a. A delineated area may be determined to be in need of rehabilitation if the governing body of the municipality determines that there exists in the area conditions such that (1) a significant portion of structures therein are in a deteriorated or substandard condition and there is a continuing pattern of vacancy, abandonment or underutilization of properties in the area, with a persistent arrearage of property tax payments thereon or (2) more than half of the housing stock in the delineated area is at least 50 years old, or a majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance; and (3) a program of rehabilitation, as defined in section 3 of P.L. 1992, c.79 (C.40A:12A-3), may be expected to prevent further deterioration and promote the overall development of the community..."

"b. A delineated area should have been deemed to have been determined to be an area in need of rehabilitation in accordance with the provisions of this act if it has heretofore been determined to be an area in need of redevelopment pursuant to P.L 1975, c.104 (C.54:4-3.72 et seq.), P.L. 1977, c.12 (C.54:4-3.95 et seq.), or P.L. 1979, c.233 (C.54:4-3.121 et seq.),"

achieved smaller lot consolidations however the trend is still evident. Today the Study Area contains 29 tax parcels, however, many are under common ownership, leaving only 7 different property owners listed in the City's tax records. A title search on lots within the Study Area further revealed mergers between property owners, resulting in only five distinct corporate entities in the Study Area. From as many as 93 separate owners (or at least platting to accommodate as many individual owners) before the advent of trucking to five today and only four business entities, the trend to consolidate lots is clearly evident as the need for larger operations grew over time.

With consolations being assisted by the City through street vacations, private consolidations eventually grew larger until running into one another, hindering the process. Having bought up smaller lots to the north or south, the remaining four economic entities within the Study Area now have limited choices. Nearly all the lots on the 1887 map were small areas, typically only 25 feet wide. Today, with only four corporate property owners, the smallest property in the Study Area is just over 57,000 square feet in area and 265 feet wide. The ability to grow through acquisition of small adjacent lots is gone. Only Site 5 within the Study Area has attracted significant new investment with a new steel building under construction during this study. The remainder of the Study Area lacks new investment, remains vacant or underutilized, and exhibits a "run down" look with a clear lack of investment, lack of basic site maintenance, and is generally strewn with debris and trash. The generality of structures in the Study Area have come to exhibit an obvious lack of maintenance and disrepair which acts as a profound disincentive for investment both within and beyond the Study Area. This is clearly a blighting influence both within the Study Area, but also for the Tonnele Ave commercial corridor more generally.

TRANSPORTATION ACCESS

The Study Area has excellent access to roadway networks and is within a mile of the New Jersey Turnpike. The Study Area is situated along truck route 1 and 9 providing north south access with connections to the NJ Turnpike, Route 3, as well as the Lincoln and Holland Tunnels to New York City. Along the western side of the Study Area are Conrail freight tracks, however the rail sidings that appear on state freight track GIS data have been removed or are grown over and cannot be seen from aerial imagery.

MASTER PLAN AND ZONING

The Jersey City Master Plan was adopted in May of 2000 and designates the Study Area as "regional commercial," as per the Master Plan Land Use Map dated 2001. The current zoning map for Jersey City designates the Study Area as Highway Commercial. The Master Plan notes several deficiencies of the Tonnele Ave corridor. Describing the various commercial areas:

"The third area is along Tonnele Avenue. The HMDC boundary line defines the area to the west. The area also includes the frontage lots to the east of Tonnele Avenue. This area is characterized by declining and underutilized industrial uses, scattered commercial development, and auto related uses."

which weighed against a positive rating included: cracks and fissures in masonry or concrete, broken glass, rotted and deteriorated wood elements, missing or damaged siding sections, evident debris and poor maintenance of the grounds, rusted or broken fencing elements, damaged or missing sidewalk areas and overcrowding or excessive coverage of buildings and land-use. Emphasis was placed on the most visible areas of each property and areas where the general public pass by the property, as these areas are most significant in creating the public's general impression of the area, and therefore contributes the most to the blighting effect on adjacent properties and the neighborhood at large that visible disinvestment can bring. Buildings and properties were classified as Good, Fair, or Poor.

STUDY AREA ANALYSIS

Below is description of each property and a discussion as to which criteria each property meets to be designated as an area in need of redevelopment. Properties are listed as in good, fair, or poor condition. The properties that meet the criteria for redevelopment and their conditions are summarized in the Property Condition Map.

Site 1: Daylight Trucking — Block 1901, Lots 1, 2, and 3 (577-595 Tonnele Avenue)

This site is owned by 577 Tonnele Avenue LLC and New Jersey Terminal LLC, however the site is currently used in its entirety by Daylight Transport, an LTL (less-than-truckload) trucking logistics operation. The site contains a large warehouse structure and a smaller office structure. Both buildings are in good condition, however these two buildings are the only aspect of the site in good condition. The site exhibited serious deficiencies detrimental to public health, safety, and welfare. The sidewalk fronting the site along Tonnele Avenue is only partially paved with expansive areas left as dirt. Frequent tire tracks suggesting common use of the sidewalk for automobile traffic, evidencing a lack of proper site improvement for pedestrian safety. Large areas of pavement were less than 3 feet wide and insufficient for ADA accessibility. Other areas had only a dirt path for pedestrian circulation. The sidewalk, along with significant portions of the interior of the site, is strewn with garbage, broken glass, sharp pieces of metal, and other debris, potentially hazardous to pedestrians walking by or through the site. The site is surrounded by a variety of fencing types, some of which is rusted, leaning over, and topped with razor wire in contravention of City ordinance, creating an unsanitary site condition. In significant areas, the razor wire has fallen off the top of the fence and hangs haphazardly off the fence posts into the right of way where it can sway in the wind, potentially ensnaring people walking along the fence. Attached to the fencing are billboards (off-site signage) for the 7-11 convenience store, which are a prohibited use in this zone district. Also in the sidewalk area are disused pole stanchions that have been abandoned, but not removed from the site and are covered in graffiti. The dirt sidewalk areas as well as paved areas on the site exhibit ponding well after a rain storm, evidencing a lack of site drainage which has created an unsanitary site condition and breeding areas for mosquitoes, potentially spreading disease. Along the side of the warehouse structure, the roof drain is cut off, allowing water to pour directly into the sidewalk. In winter this will create sheets of ice. Abandoned curb cuts along the sidewalk area also create potentially hazardous conditions for pedestrians and provide the access for vehicular use of the sidewalk. Deeper into the site, the employee parking area appears in fair condition with painted stalls, however the area lacks proper drainage, allowing water to sheet flow across the entire

Street was vacated and should have been split down the middle with half given to Diamond Shamrock. The environmental remediation of the site is therefore potentially incomplete. The area that was remediated is fenced and covered with a uniform gravel, however the half Lot 1 which was potentially owned by Diamond Shamrock during the period of the site's contamination is clearly outside the fence line and was not part of the remediation effort. Historic aerial photography of the site, currently available on commercial internet map applications such as Apple Maps, show clear use of Site 3 for egress. The sale or eventual development of Site 2 is clearly encumbered by lack of documentation of ownership with regards to both Lot 5 and Lot 1, with potential for an incomplete site remediation. The confusion in the record alone is a hindrance both to the sale of the property and the development of any economic use. The site has remained vacant since the demolition of all the structures on the site in 2012. The overall condition of the property is poor.

The unsafe and unsanitary site conditions constitutes a deleterious use conducive to unwholesome living and working conditions for the neighborhood. The site has been left vacant and unutilized for several years since its remediation, leaving a large site roughly in the middle of the Tonnele Avenue / Route 1 and 9 commercial corridor in an unproductive condition. This commercial corridor is by far Jersey City's largest Highway Commercial zone. Designated as a Metropolitan Planning Area 1 by the State Plan and situated between both freight rail and highway access, it is both desirable and consistent with State policy that this area contribute to the economic vitality of the City and State. The clear lack of documentation as to the ownership or boundaries of the site and the inability to confirm if the site remediation included the entire site are title deficiencies which inhibit the site's return to productive use. This lot meets criteria "d," "e," and "h" as an "area in need of redevelopment."

Site 3: Unknown Owner Block 1101, Lots 1 (vacated Bleecker Street right-of-way)

As discussed above, this site is the portion of Bleeker Street which first appears as a vacated street on Jersey City Tax Maps in the 1950's, however the Street Vacation Register for both the City and the County do not confirm this. No ownership information could be determined by a title search performed by the Hudson Realty Abstract Company in September/October of 2016. The 1859 File Map shows common ownership on both sides of Bleeker Street, suggesting that a proper and typical street vacation ordinance would have split the street down the center line, however this was not done. It cannot be determined who owns this lot, whether it continues to be a City street, or why it was not divided down the center if it was vacated. Property title to this lot has could not be recovered by title search. The lot is a dirt road that has been used for car storage and parking. The western end of the lot has been used for illegal dumping. A mound of tires, wood pallets, plastic, rusted metal, and other debris is left unsecured and is clearly an unsafe and unsanitary condition. Condoms also strew the lot, giving the impression of illicit sexual activity. The overall condition of the property is poor.

This lot meets criteria "e," and "h" as an "area in need of redevelopment."

B. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenantable.

C. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography or nature of the soil, is not likely to be developed through the instrumentality of private capital.

D. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals or welfare of the community.

E. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real property therein or other conditions, resulting in a stagnant or not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.

F. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.

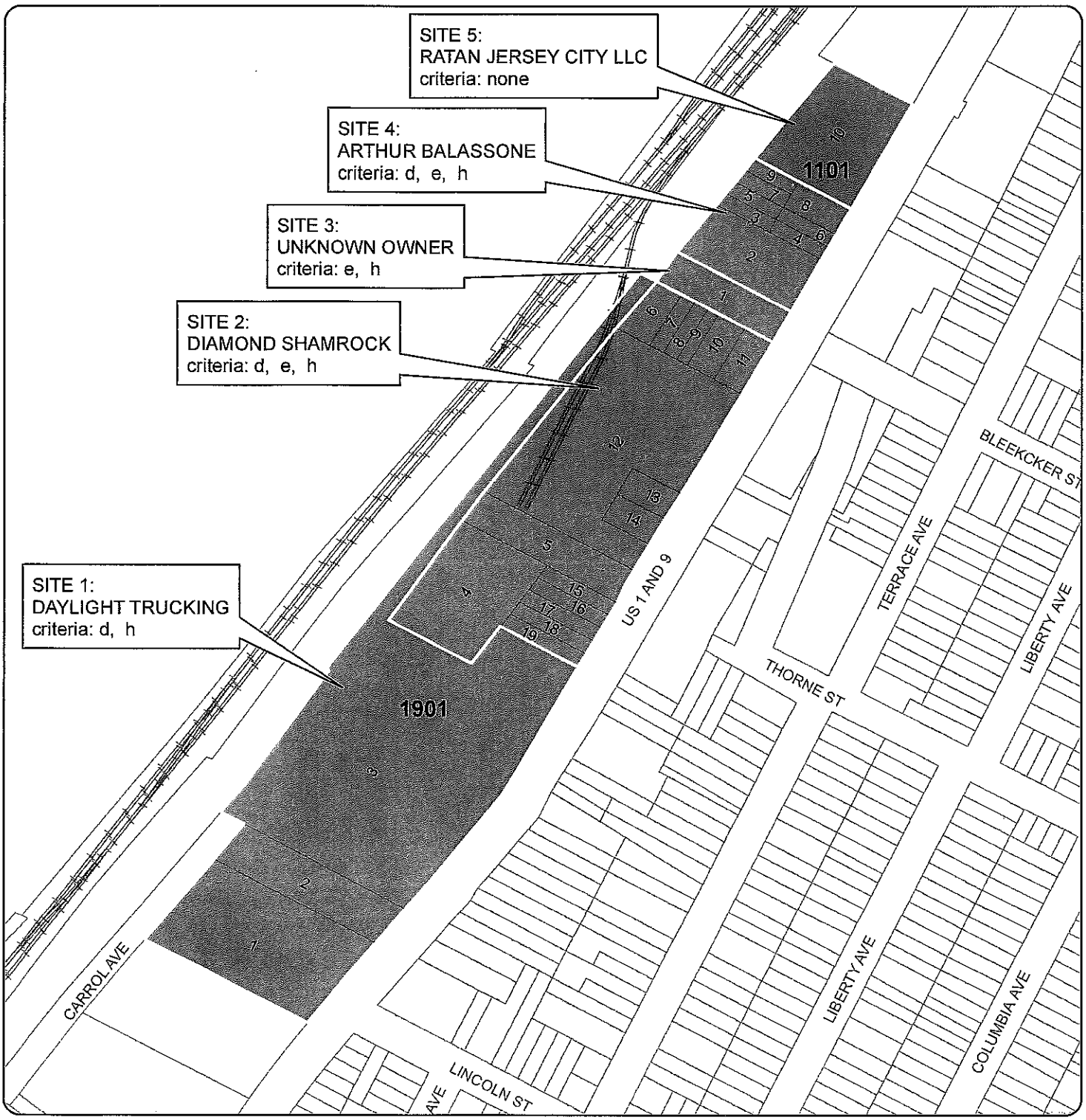
G. Area in any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L. 1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L. 1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L. 1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L. 1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L. 1992, c.79 (C.40A:12A-1, et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.

to staying competitive with modern operations. The City has assisted the process of lot consolidation by vacating streets in the way of land assemblage, however the vacation of Bleeker Street was at best incomplete and the necessary documentation for it was not discovered by the title search conducted for this study. Clear title for Site 3 as well as resolution of its ownership, either as part of Site 2 or 4 (or remaining with the City) is necessary for the process of land assemblage to continue. Without a clear path to further assemblage and development, investment in the area has dried up and divestment is now clearly evident in the lack of property maintenance and growing public hazards which now characterize the Study Area. The process of land assemblage has also been constrained due to the Study Area occupying a narrow strip of land between a highway and freight rail, forcing assemblage in a north-south direction only. As assemblages grew since the area was originally platted, those assemblages have now run up against one another. Acquisition of small adjacent lots is no longer available. Site assemblage is now only possible though acquisition of another large adjacent land holding, with typically only two possible acquisitions, one to the north, and one to the south. Even this is not always possible, as Site 3 has unclear title that could not be recovered by extensive title search. The unrecoverable title for Site 3 leaves Site 2 and 4 blocked from assemblage in one of only two possible directions. Furthermore, a potential buyer of Site 2 may have concern that the site's contamination included portions of Site 3 which was not remediated, discouraging potential buyers. Thus, the combination of unrecoverable title and a hemmed in geography constraining site assemblage, are serious disincentives to re-investment in this area without government assistance for continued assemblage. The entire study area therefore meets the "e" criteria.

Subsection "h" speaks to the "Smart Growth" principles of New Jersey. The Study Area includes a network of urban infrastructure systems such as streets, water and sewer, utility connections, and freight rail. That such a well developed area should be allowed to deteriorate and fall into a state of disrepair squanders the many public amenities and infrastructure which have been provided. The Study Area also is designated as Metropolitan Planning Area 1 and as an "urban center" by the New Jersey State Plan. Clearly the redevelopment of deteriorated urban districts and the improvement of the built environment to make use of public investments in infrastructure is consistent with Smart Growth principals. The entire Study Area meets this criteria.

A large majority of Study Area is therefore in a deteriorated condition and in clear need of maintenance and reinvestment. The findings of this investigation indicate that the entire Study Area qualifies as an "area in need of redevelopment." As 93% of the Study Area's acreage is in poor condition and individually meets various criteria as an area in need of redevelopment, the remaining 7% of the Study Area acreage may be included as an "area in need of redevelopment."

Site 5 of the Study Area is in good condition due to the building that is currently under construction. An "area in need of redevelopment" is defined by State Statute as including "*land, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.*" This property may be included in the redevelopment area even though it does not, in itself, exhibit the characteristics listed in the other redevelopment criteria. The inclusion of this parcel is necessary for the effective redevelopment of the area due to the need to create larger rectilinear sites for redevelopment.



TONNELE AVENUE LIGHT INDUSTRIAL STUDY AREA PROPERTY CONDITIONS

LEGEND

- PROPERTIES IN GOOD CONDITION TO BE EXCLUDED FROM REDEVELOPMENT
- PROPERTIES IN FAIR CONDITION
- PROPERTIES IN POOR CONDITION AND IN NEED OF REDEVELOPMENT

N

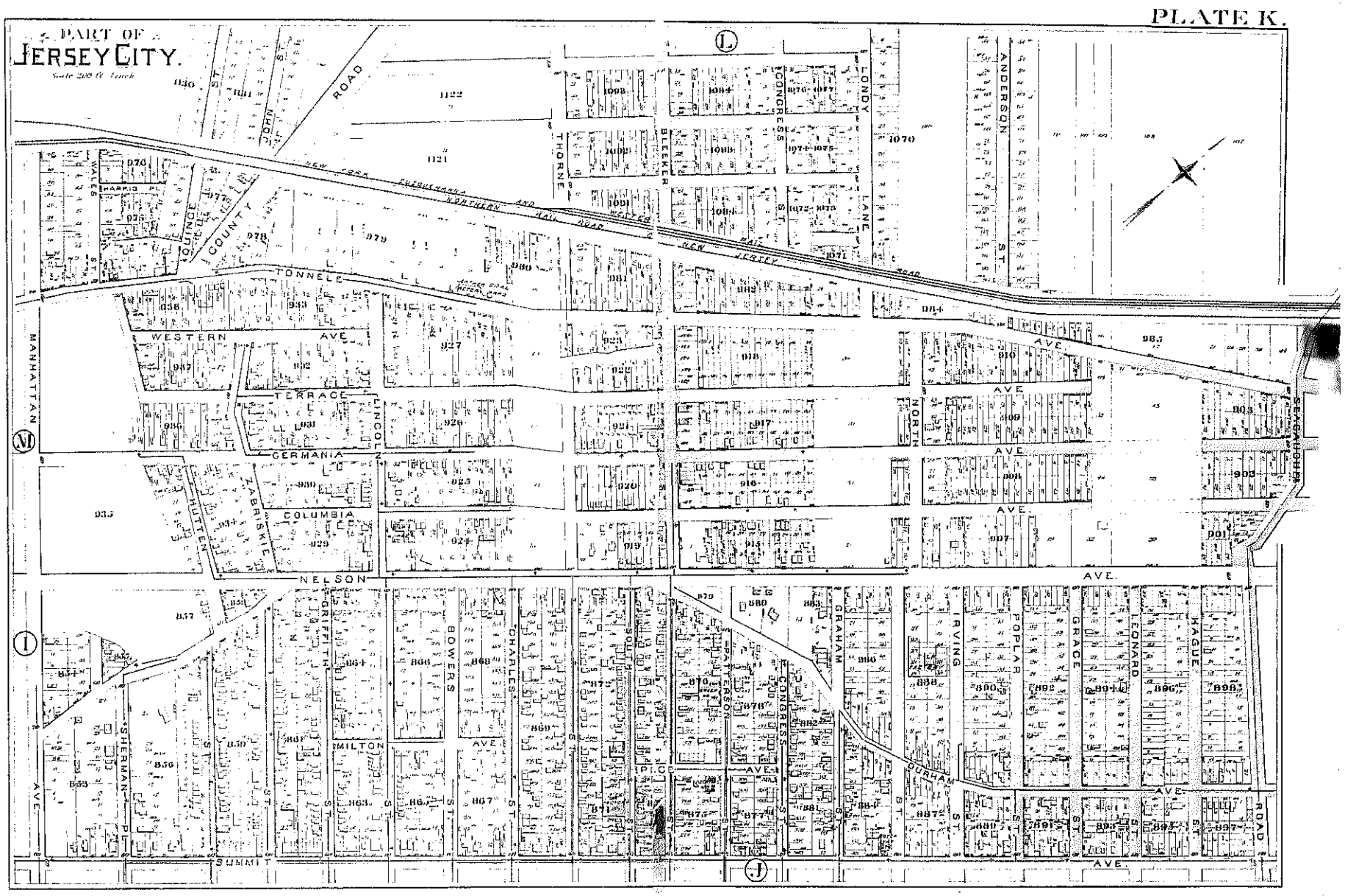
0 150 300 600 Feet

1 inch = 300 feet

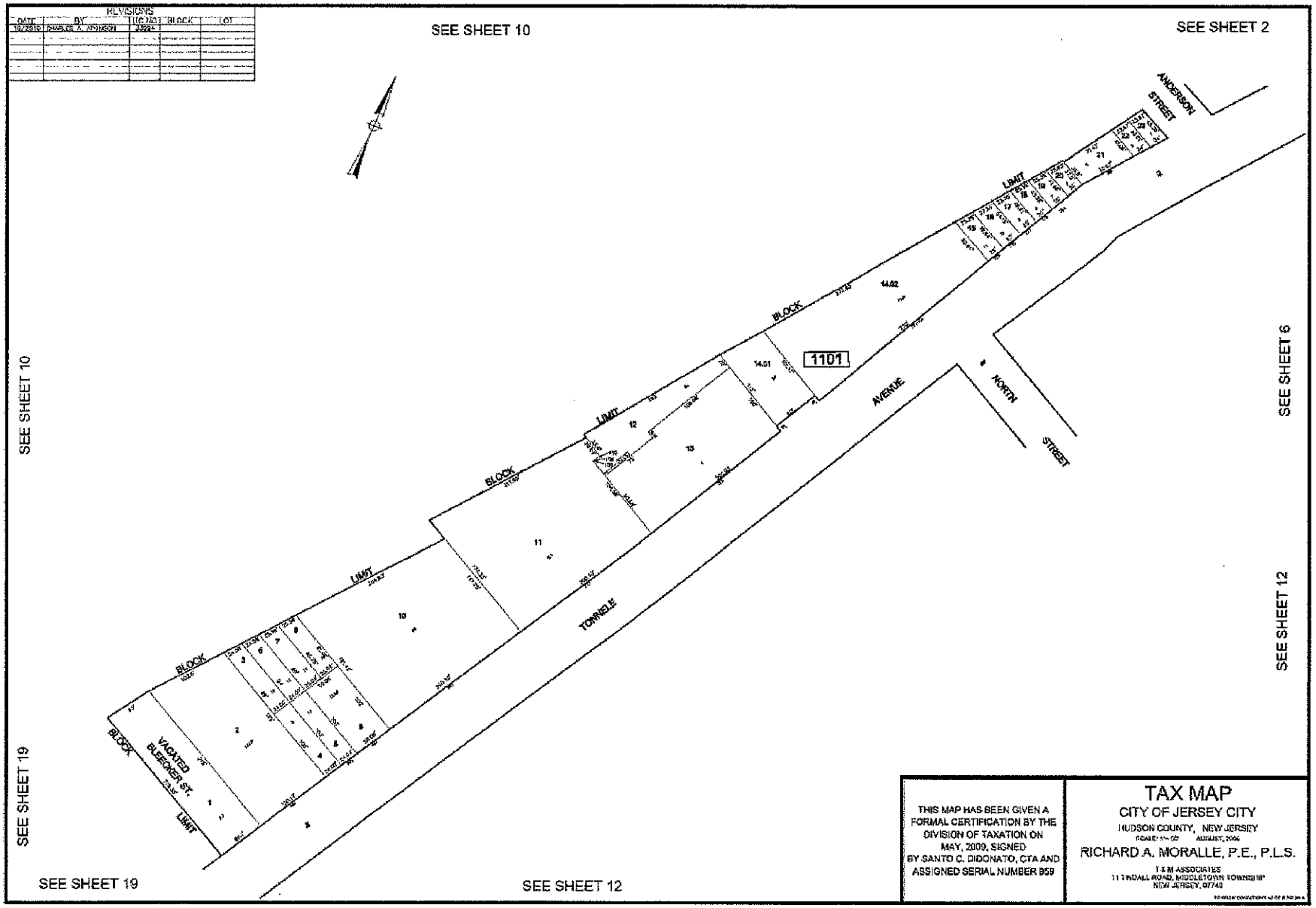
OCTOBER 26, 2016

Jersey City
City Planning Division
30 Montgomery Street Suite 1400
Jersey City, NJ 07302-3821
Phone: 201.547.5010
Fax: 201.547.4323

The 1887 Atlas of Jersey City by LD Fowler:

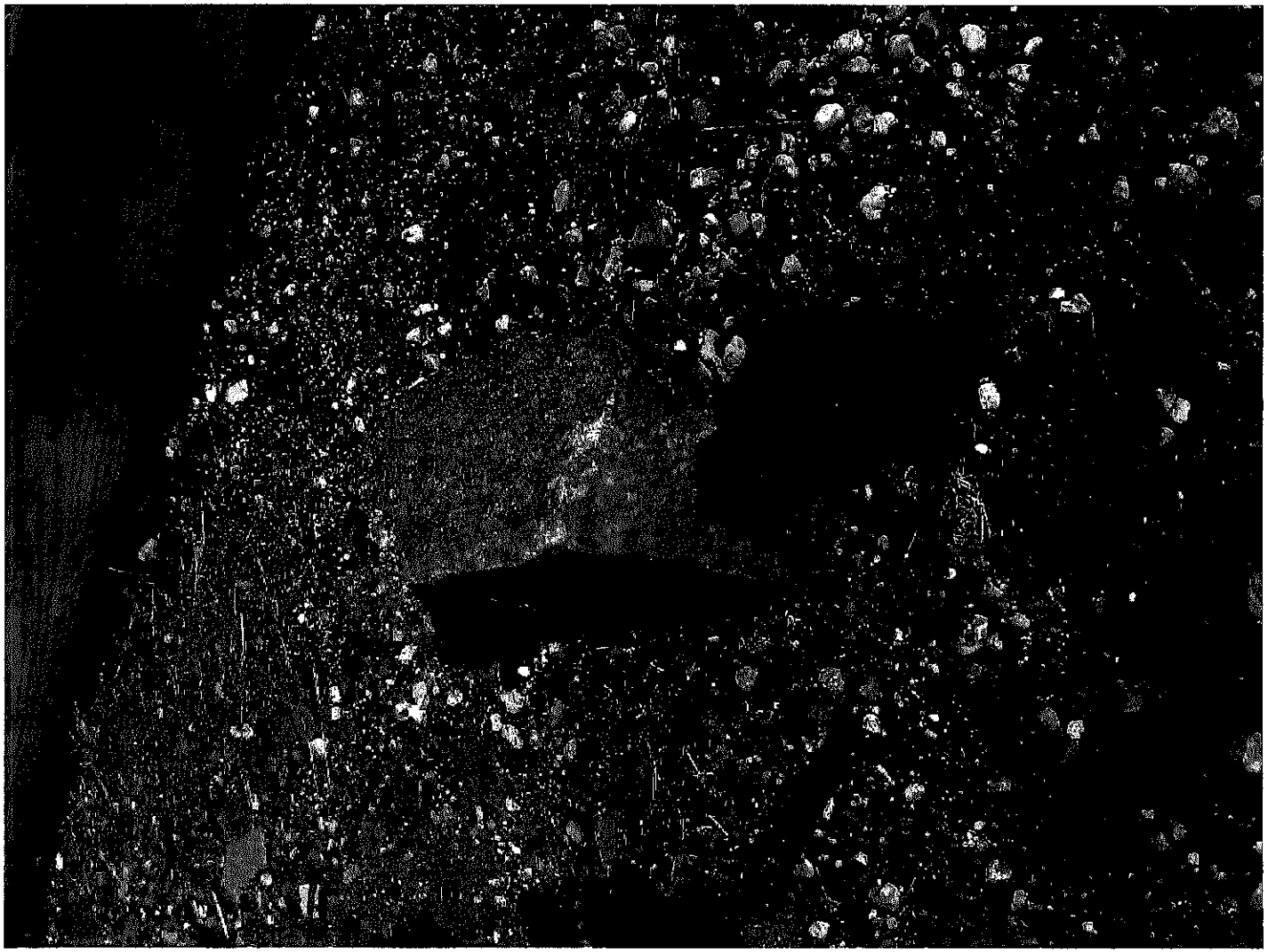


Current Jersey City Tax Map Sheet 11:



SITE 1:
Along Caroll Avenue, detail of loose razor wire.

SITE 1:
Sharp rusted metal protruding from the ground.



SITE 1:
Looking north along route 1/9 from south-east corner of Lot 1.

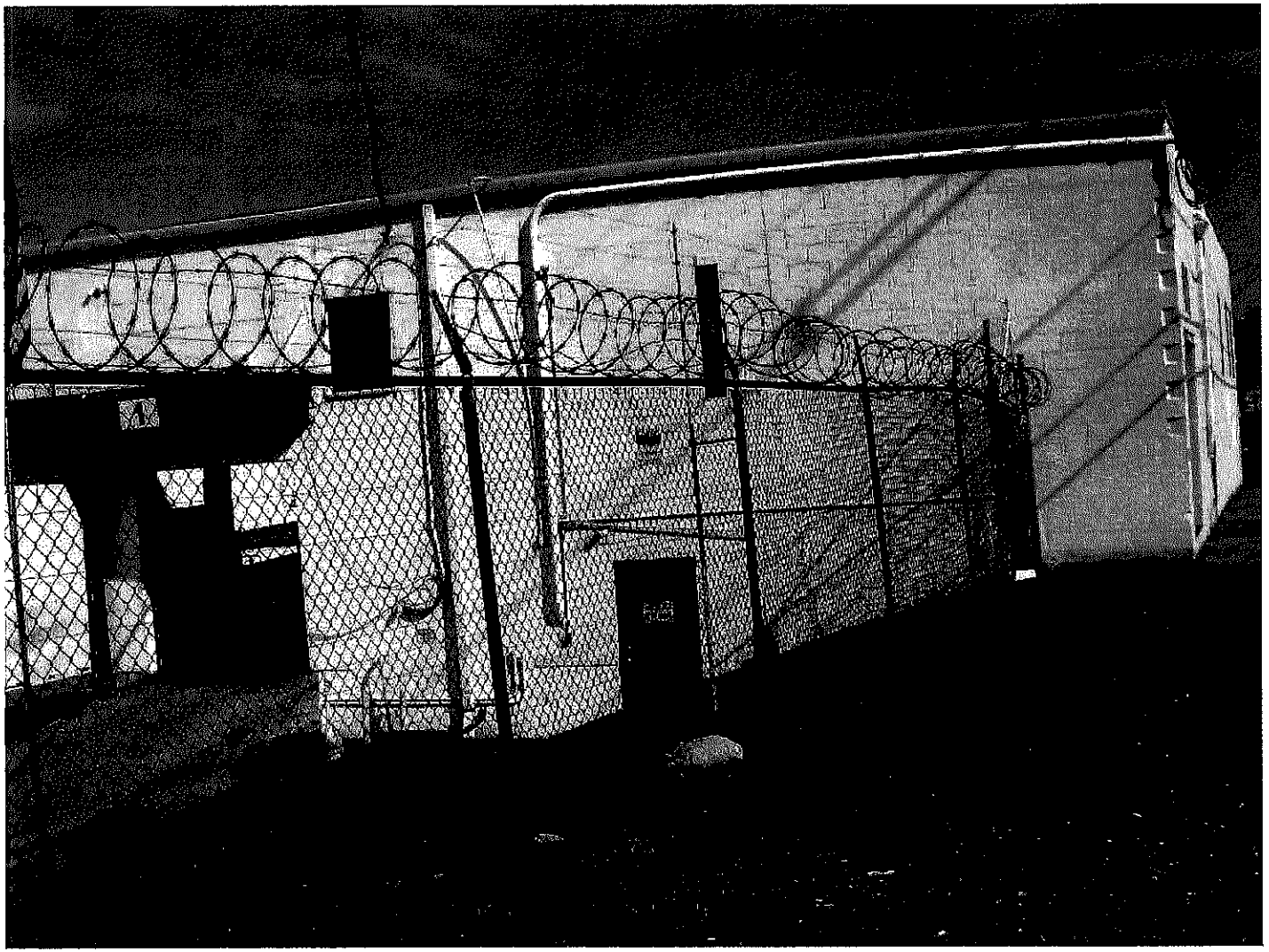
SITE 1:
Looking west from within lot 2. Lot 3 is beyond the fence at a lower grade.

SITE 1:
Sidewalk condition in front of Lot 1.

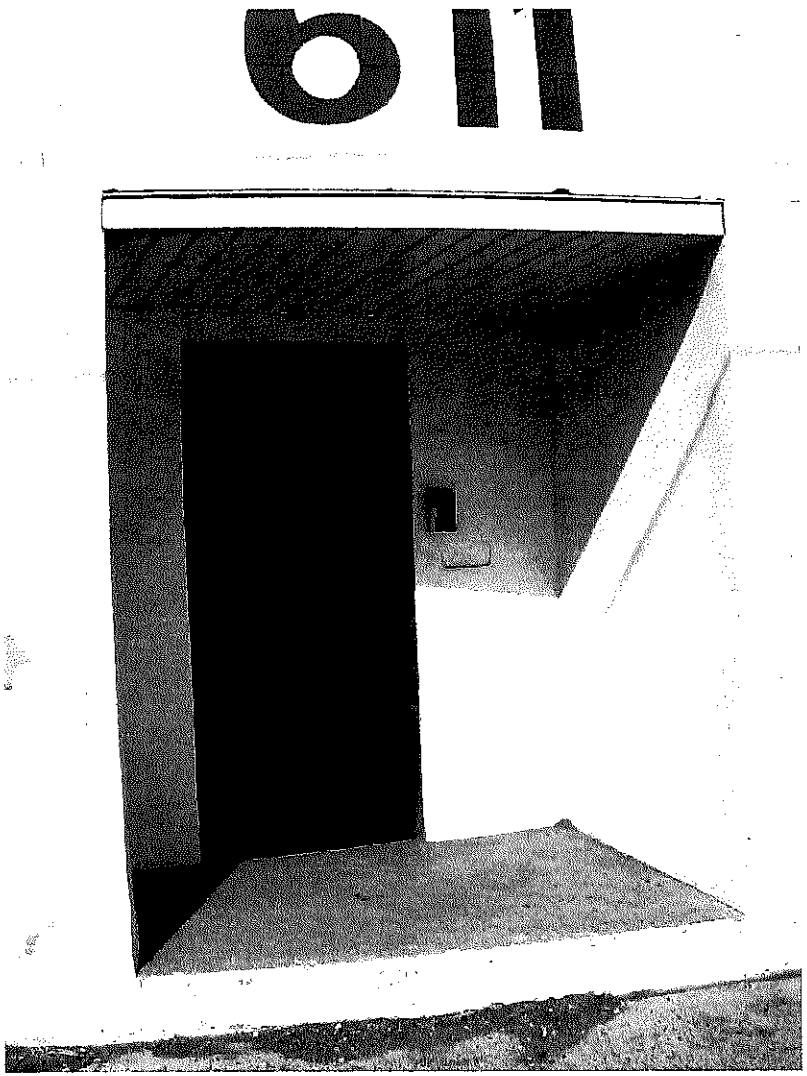
SITE 1:
Fence along route 1/9.

SITE 1:
Curb condition along route 1/9 in front of Lot 2.

SITE 1:
South-east corner of main truck dock facility with dirt sidewalk along rusted razor wire fence.

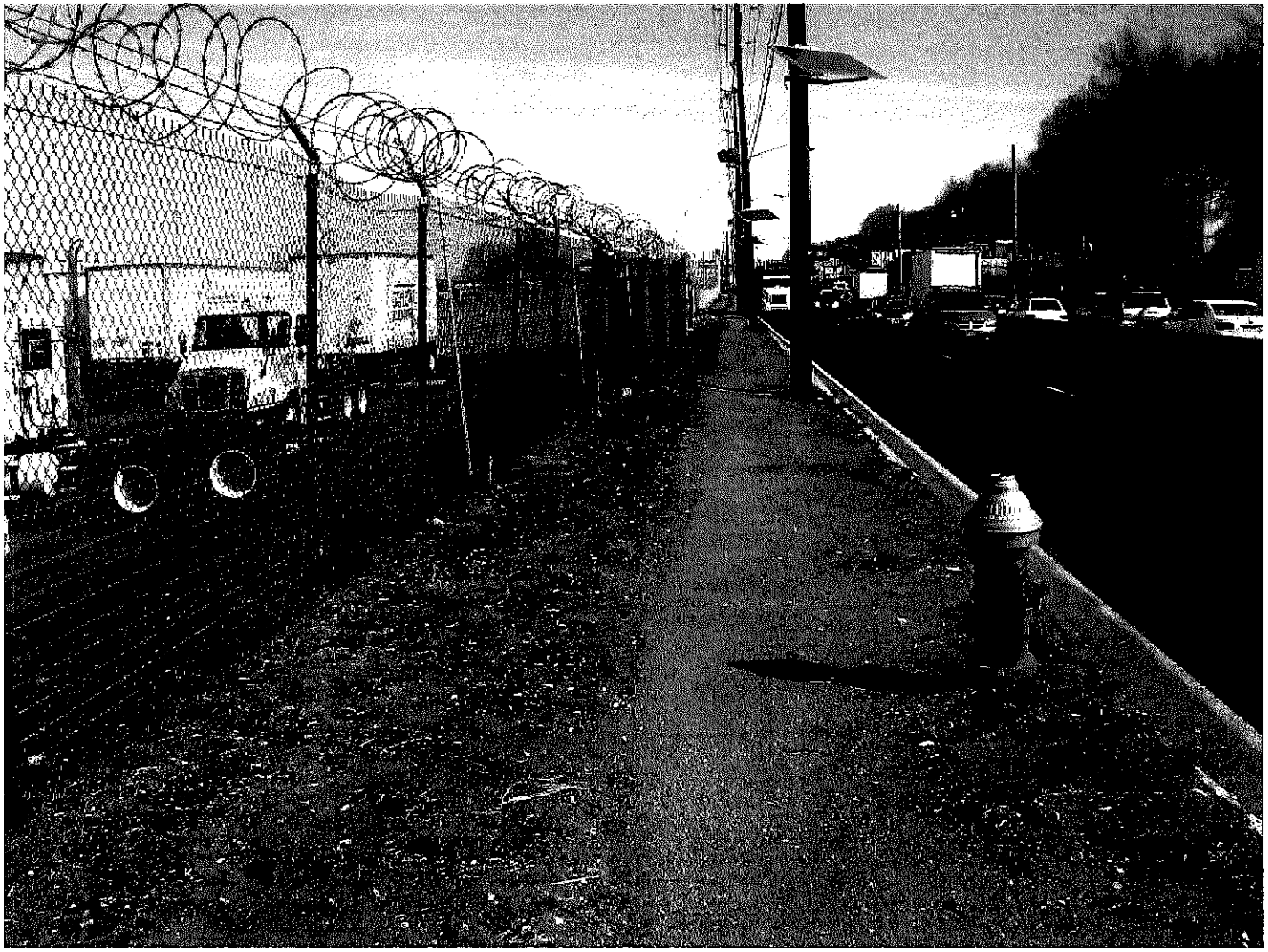


SITE 1:
Building entry on Lot 3.



SITE 1:
Looking north along route 1/9. Sidewalk is partially paved with asphalt, part dirt, along major highway.

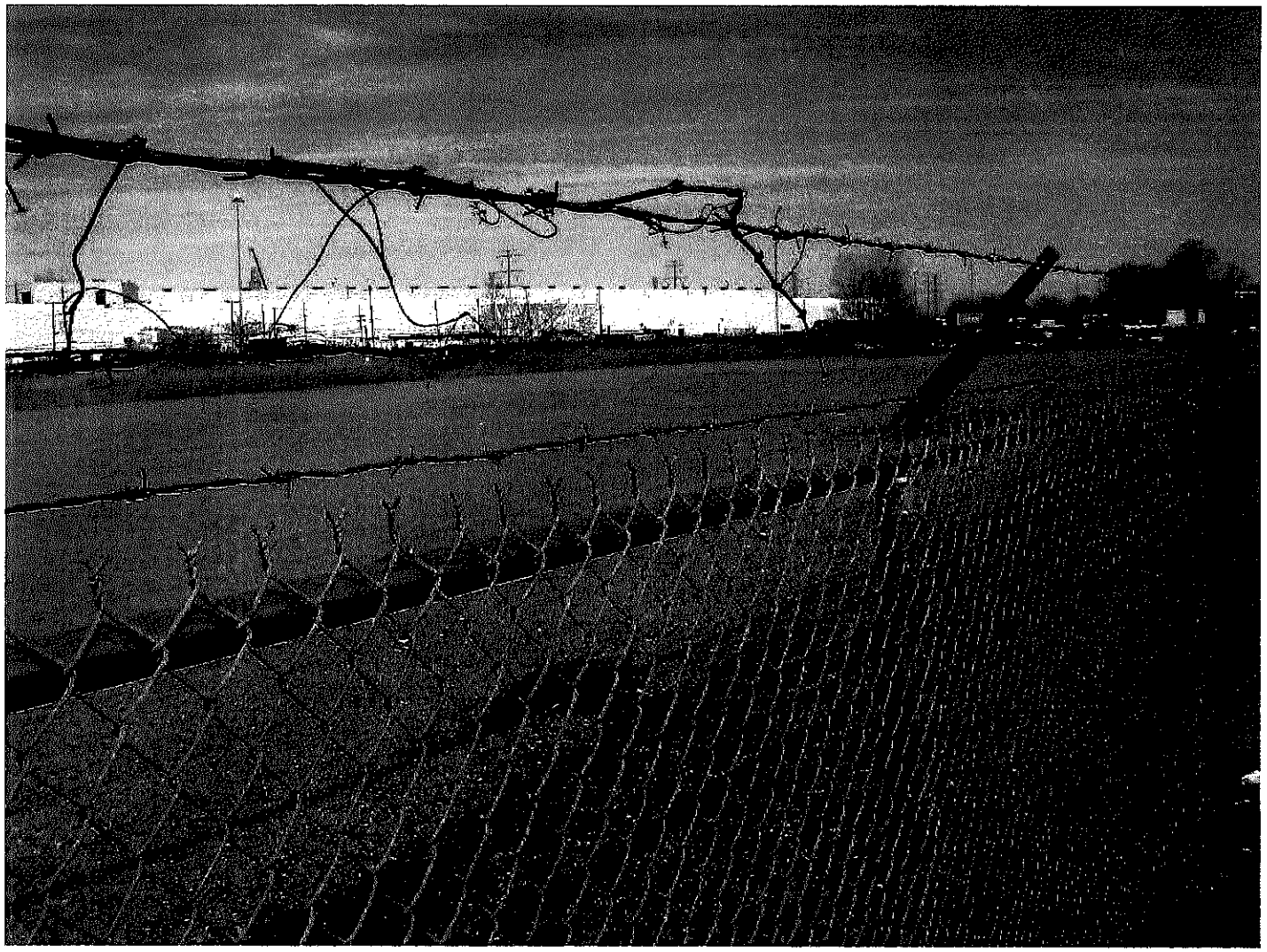
SITE 1:
Sidewalk and fence conditions looking north along route 1/9.



SITE 1:
Lot 1 close-up of ponding.

SITE 1:
Trash detail along fence line near north east corner of site.

SITE 2:
Fence detail of razor wire looking west across site with Post Office facility beyond.



SITE 2:
Impediments left in unpaved sidewalk area.

SITE 2:
Sidewalk detail showing tire tracks.

SITE 2:
Looking south along route 1/9 from north-east corner of site. Tire tracks show vehicular use of unpaved sidewalk area.

SITE 2:
Close-up of use condoms, strewn around the north-east corner of the site.

SITE 3:
Close-up of illegal dumping at western end of lot.

SITE 3:
Looking west toward western end of the lot, with Post Office facility beyond.

SITE 4:
Looking north from the middle of site 3.

SITE 4:
Trash at south-east corner of the site.

SITE 4:
Looking south along route 1/9 showing dirt sidewalk condition along major roadway.

SITE 4:
Looking west from Route 1/9.

SITE 4:
Looking north along route 1/9 showing use of sidewalk area for car sales.

SITE 5:
Looking west at new construction.

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

City Clerk File No. Res. 16.809

Agenda No. 10.S

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO CERTAIN NONPROFIT AND PUBLIC AGENCIES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and /or coordinates recreational activities; and

WHEREAS, in sponsoring and /or coordinating such events or programs, the Department of Recreation requires the use of facilities owned by certain nonprofit and public agencies; and

WHEREAS, the Department of Recreation, will use these facilities for various recreation events, during the period of January 1, 2017 through December 31, 2017; and

WHEREAS, the Department of Recreation, in conjunction with the various listed agencies, located within the City of Jersey City, desires to provide such recreational and educational activities; and

WHEREAS, and the various listed agencies have the capability and the facilities to host the City's events, and

WHEREAS, the various agencies, require an indemnification and a letter of self insurance from the City; and

WHEREAS, the agreement will indemnify and hold harmless the agencies for injuries received by event participants at this particular event and /or for property damage to the facility itself caused by the event participants; and

WHEREAS, the various agencies require that they be listed as an additional insured party on a letter of self insurance by the City; and

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.809

Agenda No. 10.S DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO CERTAIN NONPROFIT AND PUBLIC AGENCIES

WHEREAS, it is in the best interest of the City to conduct these events and enter into indemnification agreements with the following:

NEW HOPE URBAN RENEWAL LLP
THE COMMUNITY BUILDERS INC.
FELA INC., d/b/a EMET REALTY
JERSEY CITY HOUSING AUTHORITY
JERSEY CITY PUBLIC SCHOOLS
COUNTY OF HUDSON
HUDSON COUNTY SCHOOLS OF TECHNOLOGY/TRANSPORTATION
HUDSON CATHOLIC HIGH SCHOOL
NEW JERSEY CITY UNIVERSITY
NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ST. PETER'S PREP HIGH SCHOOL
COLGAGTE PROPERTY OWNER'S
ARMY RESERVE, CHAPEL AVENUE
VENTURA PROPERTY MANAGEMENT

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Risk Manager is authorized to issue to the various agencies as listed a letter of insurance and the Mayor or Business Administrator is authorized to execute indemnification and hold harmless agreements in substantially the form of the attached with the agencies listed above.

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution Fact Sheet:

This summary sheet is to be attached to the front of any resolution that is submitted for the Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO CERTAIN NONPROFIT AND PUBLIC AGENCIES

Project Manager

Department/Division	Department of Recreation	
Name/Title	Kevin Williamson	Director
Phone/email	201-547-4537	kwilliamson@jcnj.org

Resolution Purpose

To authorize the City to enter into an agreement for indemnification and authorize the City Risk Manager to issue a letter of insurance to certain nonprofit and public agencies.

I certify that all facts presented herein are accurate

Signature of Department Director

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

City Clerk File No. Res. 16.810

Agenda No. 10.T

Approved: DEC 14 2016

TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH TEAM RHODI, LLC AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Safety, Fire Division, provides training for all fire fighters; and

WHEREAS, the Fire Division is in need of vacant buildings to provide the necessary training; and

WHEREAS, Team Rhodi, LLC owns vacant buildings at 313, 315, 317, 319, and 321 Johnston Avenue; and

WHEREAS, Team Rhodi, LLC has offered the vacant buildings for training to the City at no cost to the City; and

WHEREAS, the Fire Division will use the vacant buildings to train, as soon as possible; and

WHEREAS, Team Rhodi, LLC, 615 Jersey Avenue requires indemnification and a letter of insurance from Jersey City; and

WHEREAS, the agreement will specify the City's responsibility to the owners of the building, including an indemnification and hold harmless clause, in which the owner cannot be held liable for injuries received by participants in this training; and

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 Team Rhodi, LLC, for use of their buildings by the Fire Division for training.
2. The Risk Manager is authorized to issue a letter of insurance to Team Rhodi, LLC to cover the training.
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: James R. Shea, Director

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH TEAM RHODI, LLC AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

1. Team Rhodi, LLC, 615 Jersey Avenue, Jersey City, NJ 07302 has agreed to provide the Fire Division buildings to train fire fighters.
2. The Fire Division is requesting the City of Jersey City to enter into an agreement indemnification with Team Rhodi, LLC and authorize the Risk Manager to issue a letter of insurance.

I certify that all the facts presented herein are accurate.

Signature of Department Director 12/2/16 **Date**

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

City Clerk File No. Res. 16.811

Agenda No. 10.U

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE AGREEMENT WITH HIGH NOON PRODUCTIONS, LLC FOR THE USE OF CERTAIN CITY LOGOS CAPTURED ON VISUAL MEDIA IN AN EPISODE OF THE "CAKE BOSS" TELEVISION PROGRAM

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, High Noon Productions, LLC, with an office at 3035 South Parker Road, Suite 500 Denver, CO 80014 ("High Noon"), is a production company that recently recorded visual footage of events at the Jersey City First Responders Charity Cook-Off on September 18, 2016 for an episode of "Cake Boss;" and

WHEREAS, High Noon recorded various logos that are the intellectual property of the City of Jersey City (the "City) in the visual footage of the Jersey City First Responders Charity Cook-Off; and

WHEREAS, High Noon requires an agreement with the City to allow for the use of the City owned logos in connection with the "Cake Boss" program; and

WHEREAS, the City represents that it has the right to grant to High Noon the right to use the City owned logos without the necessity of obtaining the consent of any third person or entity, and that the City owned logos do not defame any person or entity or infringe the copyright, trademark, trade name, or violate any right of publicity, privacy or any other right of any person or entity; and

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with High Noon that will allow for the use of City owned logos in the "Cake Boss" program.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0 12.14.16

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE AGREEMENT WITH HIGH NOON PRODUCTIONS, LLC FOR THE USE OF CERTAIN CITY LOGOS CAPTURED ON VISUAL MEDIA IN AN EPISODE OF THE "CAKE BOSS" TELEVISION PROGRAM

Initiator

Department/Division	Department of Public Safety	
Name/Title	James Shea	Director
Phone/email	(201) 547-4239	JShea@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Resolution authorizing the execution of a Release Agreement with High Noon Productions, LLC for the use of certain City logos captured on visual media in an episode of the "Cake Boss" television program.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/7/16

MATERIAL RELEASE AGREEMENT

_____ 2016

RE: Program/Series Tentatively Entitled "Cake Boss" (the "**Program**")

High Noon Productions, LLC
3035 South Parker Road, Suite 500
Denver, CO 80014

This material release agreement ("**Agreement**") is made between High Noon Production, LLC ("**Producer**") and _____ ("**Licensor**") in connection with the use of any logos, seals or marks that are owned by the Licensor and that were recorded by the Producer on September 18, 2016 at the Jersey City First Responders Charity Cook-Off event (collectively the "**Material**") for use in the Program.

Licensor hereby grants to Producer and Discovery Communications, LLC ("**DCL**"), and their respective parents, subsidiaries, affiliated corporations, successors, licensees and assigns (the foregoing entities collectively referred to hereinafter as "**Recipient**"), the right to incorporate the Material, any portions thereof or images contained therein, in whole or in part, in the Program and any episode(s) thereof at Producer's and DCL's sole discretion, and to use and exploit the Material (as incorporated in the Program and/or otherwise) in all media, versions and forms, whether now known or hereafter devised, in all languages, throughout the universe, in perpetuity, including, without limitation, television, DVD and successor devices, Internet, digital downloads, books, merchandise and all ancillary exploitation, and in any advertising, publicity or promotion in connection with the Program and any episode(s) thereof. Licensor understands that Licensor shall not be accorded any credit for such use. Licensor expressly waives any "droits moral" or moral rights Licensor may have in connection with Recipient's use of the Material.

Licensor represents that Licensor has the right to grant to Recipient the right to use the Material without the necessity of obtaining the consent of any third person or entity, and that the Material does not defame any person or entity or infringe the copyright, trademark, trade name, or violate any right of publicity, privacy or any other right of any person or entity. Nothing herein requires Recipient or any entity comprising Recipient to use the Material. Licensor agrees to indemnify and hold harmless Recipient, each of the entities comprising Recipient, and any person claiming under or through Recipient and/or any such entity(ies), and the officers, directors, shareholders, employees, agents and representatives of each of the foregoing persons and entities, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by Licensor of any above representations or agreements. In the event of any breach of this Agreement by Recipient or any of the entities comprising Recipient, or any third party, the damage, if any, caused Licensor thereby will not be irreparable or otherwise sufficient to entitle Licensor to seek injunctive or other equitable relief or to enjoin the production, exhibition or other exploitation of the Program.

Licensor agrees to timely execute and deliver (or to procure the timely execution and delivery to Producer of) any additional documents which Producer or DCL may require to evidence their rights as set forth herein.

Producer and DCL shall have the right to freely assign and license this agreement and all or a portion of their rights hereunder, without Licensor's consent. This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

Producer may at any time elect not to use the Material, and upon Producer's notification to Licensor of such election neither party will have any obligation to the other hereunder.

AGREED AND ACCEPTED:

"Licensor"

_____	_____
Signature	Company (if applicable)
_____	_____
Print name	Title (if applicable)

HIGH NOON PRODUCTIONS, LLC
("**Producer**")

By: _____

Its: _____

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

City Clerk File No. Res. 16.812

Agenda No. 10.V

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT WITH 101 NEWKIRK STREET, LLC FOR THE USE OF PARKING SPACES AT 105-107 NEWKIRK STREET

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

WHEREAS, the City of Jersey City ("City") is in immediate need of parking facilities for employees who work at the Lewis S. McRae Justice Complex located at 365 Summit Ave; and

WHEREAS, 101 Newkirk Street, LLC ("101 Newkirk") owns a currently unused parking lot consisting of twenty (20) parking spaces located at 105-107 Newkirk Street; and

WHEREAS, 101 Newkirk agrees to license to the City the use of twenty (20) reserved parking spaces at 105-107 Newkirk Street at no cost to the City; and

WHEREAS, 101 Newkirk agrees to license the parking spaces to the City until such time that the City is authorized to execute a lease for the parking spaces; and

WHEREAS, the license agreements shall expire on February 1, 2017; and

WHEREAS, the City shall indemnify 101 Newkirk against any claims arising from the City's use of the parking spaces; and

WHEREAS, the City shall maintain the parking lot, including snow removal on the lot and sidewalks, and shall restripe the parking lot as needed; and

WHEREAS, the parking spaces licensed to the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code and the City's fees for parking lots and public garages pursuant to section 160-1(Y.1) et seq. of the City Code; and

WHEREAS, the City and 101 Newkirk will have the right to terminate the License Agreements without cause by providing five (5) days' written notice; and

WHEREAS, 101 Newkirk requires access to the City owned property known as Block 12204, Lot 13 ("City Property") for the term of this license for the purpose of undertaking a survey of the City Property at its sole cost and expense to act in accordance with the redevelopment plan for the area.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.812

Agenda No. 10.V DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT WITH 101 NEWKIRK STREET, LLC FOR THE USE OF PARKING SPACES AT 105-107 NEWKIRK STREET

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

1. The Mayor or Business Administrator is authorized to execute a License Agreement substantially in the form attached hereto with 101 Newkirk for the use of reserved parking spaces located at 105-107 Newkirk Street at no cost to the City;

2. The license agreements shall expire on February 1, 2017;

3. The City and 101 Newkirk will have the right to terminate the Lease Agreements without cause by providing five (5) days' written notice;

4. The City shall indemnify the Landlords against any claims arising from the City's use of the parking spaces;

5. The City shall maintain the parking lot, including snow removal on the lot and sidewalks, and shall restripe the parking lot as needed;

6. The parking spaces licensed to the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code and the City's fees for parking lots and public garages pursuant to section 160-1(Y.1) et seq. of the City Code;

7. The City grants access to 101 Newkirk to the City Property for the term of the attached license for the purpose of undertaking a survey of the City Property at its sole cost and expense to act in accordance with the redevelopment plan for the area;

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT FOR A TERM OF ONE YEAR WITH 101 NEWKIRK STREET FOR THE USE OF PARKIGN SPACES AT 105-107 NEWKIRK STREET

Project Manager

Department/Division	Office of Business Administrator	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email		RJkakoleski@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution authorizing the City of Jersey City to execute a License Agreement for a term of one year with 101 Newkirk Street, LLC for the use of parking spaces at 105-107 Newkirk Street.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Expires on February 1, 2017

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/14/16

LICENSE AGREEMENT

This **AGREEMENT** made this ___ day of , 2017, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the "City" or "Tenant") and **101 NEWKIRK STREET, LLC** with offices at 931 Hudson Street, Hoboken, New Jersey 07030 (the "Landlord").

WHEREAS, the City requires parking facilities for employees who work at the Lewis S. McRae Justice Complex located at 365 Summit Ave; and

WHEREAS, the Landlord owns a currently unused parking lot consisting of twenty (20) parking spaces located at 105-107 Newkirk Street (the "Facility"); and

WHEREAS, the Landlord agrees to License to the City the Facility at 105-107 Newkirk Street at no cost to the City; and

WHEREAS, the City and Landlord desire to enter into this License Agreement for a term to end on February 1, 2017; and

WHEREAS, Landlord requires access to the City owned property for the purpose of taking a survey of the property at its sole cost and expense to act in accordance with the redevelopment plan for the area; and

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

ARTICLE I

Premises

Landlord does hereby License to the City and the City does hereby rent from the Landlord the Facility located at 105-107 Newkirk Street.

ARTICLE II

Term

This License agreement shall be effective as of December ___, 2017 and shall expire on February 1, 2018. The City and the Landlord shall have the right to terminate the License without cause by providing five (5) days' written notice prior to the effective date of termination.

ARTICLE III

Use

Under the terms of this License, the City shall have the right to use and occupy the Facility for employee parking.

ARTICLE IV

Payment of Rent

The City shall owe no rent to Landlord for the use of the Facility.

ARTICLE V

Indemnification

The City agrees to assume to defend and indemnify the Landlord against any third party claim of loss or damage to property or injury to or death, including wrongful death of persons, arising out of the City's use of the Facility permitted herein that is not due to the recklessness or negligence of Landlord, its agents, employees, and/or officials. The City shall, at no cost or expense to the

Landlord, defend the Landlord against such claims. The Landlord shall not concede, settle or compromise any claim without obtaining express permission in advance from the Corporation Counsel of the City which shall not be unreasonably withheld.

ARTICLE VI

Termination

The City and the Landlord shall have the right to terminate the License at any time without cause by giving the other party five (5) days' written notice prior to the effective date of termination.

ARTICLE VII

Validity of License

The terms, conditions, covenants, and provisions of this License shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ARTICLE VIII

Notices

All notices required under the terms of this License shall be given and shall be complete by mailing such notices by certified mail, return receipt requested, or by hand delivery to the addresses below:

City:

City of Jersey City
Robert Kakoleski, Business Administrator
City Hall
280 Grove Street, Room 108
Jersey City, New Jersey 07302

Licensor:

101 Newkirk Street, LLC
931 Hudson Street
Hoboken, New Jersey 07030

ARTICLE IX
Entire Contract

This License contains the entire agreement between the parties. No representative, agent, or employee of the Landlord has been authorized to make any representations or promise with reference to the within to vary, alter, or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the City.

ARTICLE X
Insurance

The City agrees to supply Landlord with a certificate of insurance evidencing liability coverage naming Landlord as an additional insured. The City shall supply Landlord with the certificate of insurance prior to commencement of the License, and such coverage shall remain in effect throughout the term of the License.

ARTICLE XI
Maintenance

The City shall maintain the parking lot, including snow removal on the lot and sidewalks, and shall restripe the parking lots as needed. The City also agrees to assume any charges associated with the towing of any of the City's vehicles parked in the Facility.

ARTICLE XII
City Parking Taxes and Fees

The Facility licensed to the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code and the City's fees for parking lots and public garages pursuant to section 160-1(Y.1) et seq. of the City Code.

ARTICLE XII
Access to City Property

The City hereby authorizes Landlord and its agents and consultants the right to access the property known as Block 12204, Lot 13 ("City Property") for the term of this license for the purpose of undertaking a survey of the City Property at its sole cost and expense. Such access shall be during reasonable business hours, provided that notice of the intended entry is sent to the City through its counsel by facsimile and/or electronic transmission at least twenty-four (24) hours prior to the date of entry. The survey work shall be performed in a safe and workmanlike manner and in accordance with applicable laws, ordinances, rules and regulations.

Landlord hereby indemnifies and agrees to hold the City harmless from and against liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and expenses) and judgments directly attributable to the negligence, recklessness or willful misconduct of Landlord, or its agents or consultants during the course of such entry; provided that Landlord will not be obliged to indemnify and hold the City harmless for the portion of the liabilities, losses, claims, demands, costs, expenses (including attorneys' fees and expenses) and judgments that are determined to be attributable to, or the result of, any negligence, recklessness or willful misconduct of the City.

Landlord and/or its agents or consultants agrees to provide satisfactory evidence of liability insurance insuring against claims for bodily injury, death and property damage directly attributable to the negligence, recklessness or willful misconduct of Landlord and/or its agents or consultants during the course of such entry. A copy of the survey shall be provided to the Jersey City Redevelopment Agency and/or City upon completion.

IN WITNESS WHEREOF, the parties to this agreement have executed this License Agreement as of the _____ day of 2017.

ATTEST:

_____

ROBERT BYRNE
City Clerk

CITY OF JERSEY CITY

_____

ROBERT KAKOLESKI
Business Administrator

WITNESS:

_____

By: _____

Title: _____

101 NEWKIRK STREET, LLC

_____

By: _____

Title: _____

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

City Clerk File No. Res. 16.813

Agenda No. 10.W

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A GRANT AGREEEMENT WITH AND ACCEPT FUNDS FROM THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF AGING

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City ("the City") Department of Health & Human Services, Division of Senior Nutrition is desirous of entering into a grant agreement with the County of Hudson Department of Health Human Services Office on Aging ("County") in order to provide meals to senior congregate sites, to homebound elderly over the age of 60, and socialization to ensure their well-being and

WEECREAS, this grant is for the period of January 1, 2017 through December 31, 2017 in the amount of $1,225,438; and,

WHEREAS, the City will provide monetary matching funds of $ 306,360 which will be allocated under the CY2017 temporary budget; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging; and

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

1. The City of Jersey City applies and accepts the funds of $1,225,438 from the County of Hudson Department of Health and Human Services Office on Aging for CY 2017 Senior Nutrition Meals on Wheels and Congregate Sites Programs; and
2. The office of Management and Budget is hereby authorized to establish the proper account for these funds.
3. The Mayor and/or the Business Administrator is authorized to execute the Grant Agreement in substantially the form attached and other any documents necessary to effectuate the purpose of this resolution.
4. The City will provide matching funds in the amount of $ 306,360

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A GRANT AGREEEMENT WITH AND ACCEPT FUNDS FROM THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF AGING

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	STACEY FLANAGAN	DIRECTOR
Phone/email	201-547-6800	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution authorizes the City of Jersey City Department of Health and. Human Services, Division of Senior Nutrition to enter into a grant agreement, in the amount of $1,225,438, with the County of Hudson Department of Health and. Human Services Office on Aging to provide meals to senior congregate sites, to homebound elderly over the age of 60, and socialization to ensure their well-being. The City of Jersey City will provide monetary matching funds in the amount of $411, 343.

Cost (Identify all sources and amounts)

1,225,498-grant award to the city
411,343 -matching funds provided by the city

Contract term (include all proposed renewals)

January 1, 2017 - December 31, 2017

Type of award ~~Other Exception - Fair and Open~~ Other

If "Other Exception", enter type County Grant

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/6/16

Resolution: 689-11-2016

COUNTY OF HUDSON

DEPARTMENT OF HEALTH AND HUMAN SERVICES

AREA AGENCY ON AGING

January 1, 2017 – December 31, 2017

County of Hudson
Department of Human Services
Area Agency on Aging

Attachment A
Standard Language Document

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the SUBGRANTEE identified on the signature page.

Whereas, the County of Hudson has approved certain moneys for the purchase of services related to the elderly; and

Whereas, the County has designated the Hudson County Area Agency on Aging ("HCAAA") of the County Department of Health and Human Services ("Department") as the administrative office of the County responsible for the administration of monies allocated by the County for services under this Agreement; and

Whereas, the New Jersey Department of Health and Senior Services (the "NJDHSS") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of elderly service programs; and

Whereas, the County desires that the SUBGRANTEE provide services and the SUBGRANTEE has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

Therefore, the Department and the SUBGRANTEE agree as follows:

I. Definitions

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the County of Hudson against loss in accordance with the terms of the policy. Naming the County of Hudson as an additional named insured permits the County to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents including any documents submitted by the SUBGRANTEE as part of their response to the Request for Proposals (RFP). The Contract constitutes the entire Agreement between the parties.
Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the SUBGRANTEE. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address know by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or SUBGRANTEE in accordance with the provisions contained in this Contract.

II. Basic Obligation of the Department

Section 2.01 Payment Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered as established in Annex B. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex B. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials Upon written request of the SUBGRANTEE, the Department shall make available to the SUBGRANTEE copies of federal and State regulations and other material specifically referenced in this document.

III. Basic Obligation of the SUBGRANTEE

Section 3.01 Contract Services The SUBGRANTEE shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting The SUBGRANTEE shall submit to the Department programmatic and financial reports on forms provided by the Department and any additional forms that may be required to meet reporting requirements under this agreement. The report frequency and due date(s) are to be specified by the Department.

Section 3.03 Compliance with Laws The SUBGRANTEE agrees in the performance of this Contract to comply with all applicable Federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; Federal and State laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulation referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any Federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax Pursuant to N.J.S.A. 54:49-19, et. seq., and not withstanding any provision of the law to the contrary, whenever any taxpayer (SUBGRANTEE), partnership or corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction, which might be attributable to the taxpayer, partner, or shareholder subject to, set-off under this Act.

The Director of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action During the performance of this Contract, the SUBGRANTEE agrees as follows:

The SUBGRANTEE and its subcontractors, 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, sex or disability. Except with respect to affectional sexual orientation, the SUBGRANTEE will take to ensure that such applicants are recruited and employed.

The SUBGRANTEE will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action 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 SUBGRANTEE 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 SUBGRANTEE and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the SUBGRANTEE, shall state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.

The SUBGRANTEE and its subcontractors, 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 SUBGRANTEE's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SUBGRANTEE and its subcontractors, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amend and supplemented from time to time.

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

The SUBGRANTEE and its subcontractors 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.

The SUBGRANTEE and its subcontractors 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, sex or disability, 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 SUBGRANTEE and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Section 3.06 Department Policies and Procedures In the administration of this Contract, the SUBGRANTEE shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the County of Hudson's Purchasing Procedures and Procurement Manual or as otherwise directed by the appropriate personnel of the Department. Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System The SUBGRANTEE's financial management system shall provide for the following:

a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the SUBGRANTEE;

b) records adequately identifying the source and application of all SUBGRANTEE funds and all funds administered by the SUBGRANTEE. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;

c) effective internal control structure over all funds, property and other assets. The SUBGRANTEE shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;

d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the SUBGRANTEE;

e) accounting records supporting by source documentation;

f) procedures to minimized elapsed time between any advance payment issues and the disbursement of such advance funds by the SUBGRANTEE; and

g) Procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, and whether allocation of costs under this Contract are allowed.

Section 3.08 Audit The Department requires submission of the SUBGRANTEE's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the SUBGRANTEE's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the SUBGRANTEE under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and /or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The SUBGRANTEE is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the SUBGRANTEE continues to be subject to such audit until it is completed and resolved.

IV. Termination

The Department may terminate or suspend this Contract in accordance with the section listed below.

Section 4.01 Termination for Convenience by the Department or SUBGRANTEE The Department may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department. The SUBGRANTEE may terminate this Contract upon 90 days advance written notice.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the SUBGRANTEE, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause If the SUBGRANTEE fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the SUBGRANTEE in default status, and take any action(s) as permitted by law or regulation.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the SUBGRANTEE has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the SUBGRANTEE's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement When a Contract is terminated, the SUBGRANTEE shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the SUBGRANTEE could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The SUBGRANTEE and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

V. Additional Provisions

Section 5.01 Application of New Jersey Law This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors This Contract, in whole or in part, may not be assigned by the SUBGRANTEE or assumed by another entity for any reason, including but not limited to changes in the corporate status of the SUBGRANTEE, without the prior

written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original SUBGRANTEE.

Section 5.03 Client Fees Other than as provided for in the Annex (as) and/or Department specific policies, the SUBGRANTEE shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification The SUBGRANTEE shall assume all risk of a responsibility for, and agrees to indemnify, defend and hold harmless the County of Hudson and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the SUBGRANTEE's obligations under this Contract or any improper or deficient performance of the SUBGRANTEE's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the SUBGRANTEE under this Contract, nor shall they be construed to relieve the SUBGRANTEE from any liability nor preclude the County of Hudson, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance The SUBGRANTEE shall maintain adequate insurance coverage. The County of Hudson shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the SUBGRANTEE fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the SUBGRANTEE, reduce payment to the SUBGRANTEE by the amount of the premium payment.

Section 5.06 Modification and Amendments If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the SUBGRANTEE or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights A failure or a delay on the part of the Department or the SUBGRANTEE in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity The SUBGRANTEE agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The SUBGRANTEE shall make programs linguistically appropriate and culturally relevant to undeserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, SUBGRANTEE shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

Section 5.11 Successor Contracts If an audit or Contract closeout reveals that the SUBGRANTEE has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the SUBGRANTEE.

Section 5.12 Sufficiency of Funds The SUBGRANTEE agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract and award letter shall be sent by the Department to the Provider prior to the effective date of the Contract. The Contract shall include the Contract term and the approved Contract reimbursable ceiling. The Contract shall be signed by the authorized Provider signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), will be approved until the Contract is properly executed.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be prepared by the Department and signed by the authorized Provider signatory.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from

negotiating with SUBGRANTEE management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the SUBGRANTEE during the process of collective bargaining organization.

Section 5.14 Independent Employer Status Employees of SUBGRANTEES that Contract with the Department are employees of the SUBGRANTEE, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., SUBGRANTEES are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the SUBGRANTEE acknowledges that it is an independent SUBGRANTEE, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the SUBGRANTEE is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The SUBGRANTEE acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with SUBGRANTEE through regulatory oversight and ensuring contractual performance, the SUBGRANTEE understands that the Department is not the employer of any SUBGRANTEE employees.

The SUBGRANTEE further acknowledges that while the Department reimburses the SUBGRANTEE for all allowable costs under this Agreement, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which SUBGRANTEE may enter. Moreover, the SUBGRANTEE understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 6.0 County Living Wage Ordinance Unless specifically exempted in writing by the County, the SUBGRANTEE recognizes the applicability of Hudson County's "Living Wage Ordinance" Resolution No. 364-6-2014, and agrees to comply with the terms of the ordinance.

Contract Signatures and Dates

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article VI, any related Annexes, and the Parties recognize and incorporate by reference the terms of the Request for Proposals.

This contract contains **10** pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

As to the COUNTY:

By: _____
(Signature)

Abraham Antun
(Type Name)

Title: County Administrator

Date: _____

As to the SUBGRANTEE:

By: _____
(Signature)

_____
(Type/Print Name)

Title: _____

Date: _____

Departmental Representative:

_____
Brian Poffel, Executive Director
Hudson County Area Agency on Aging

_____
Date

Contract Effective Date: January 1, 2017

Contract Expiration Date: December 31, 2017

Contract Number: _____

Contract Ceiling: _____

Federal ID# _____

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

City Clerk File No. Res. 16.814

Agenda No. 10.X

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLET-PROOF VEST PARTNERSHIP PROGARM (2016) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

COUNCIL **Offered and moved adoption of the following resolution**

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

WHEREAS, the U.S. Department of Justice has recognized this danger; and

WHEREAS, has awarded the Jersey City Police Department **$120.58** from the Bulletproof Vest Partnership (2016); and

WHEREAS, the U.S. Department of Justice, through the Bulletproof Vest Partnership Program will reimburse 50 percent of the total cost of each piece of body armor purchased by the City of Jersey City and the remainder cost will be covered by the New Jersey Body Armor Replacement Fund; and

WHEREAS, the City of Jersey City requests to accept these funds from the Bulletproof Vest Partnership Program (2016) to purchase body armor that will serve to protect police officers; and

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

1. The Jersey City Police Department is hereby authorized to accept the award of **$120.58** distributed by the U.S. Department of Justice through the Bulletproof Vest Partnership Program; and

2. These funds will be used to provide body armor for full-time sworn members of the Jersey City Police Department.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

R.R 12-26-16

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12..14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLETPROOF VEST PARTNERSHIP PROGARM (2016) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	
Phone/email	(201) 547-4736	jmarcazo@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Jersey City Police Department received a federal grant award in the amount of **$120.58** from the Bulletproof Vest Partnership Program.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

April 1, 2016 until August 31, 2018

Type of award <Federal Grant

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome Peck

Signature of Department Director

10/25/16

Date

JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE
1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Council President Rolando Lavarro

FROM: Sgt. Jaclyn Marcazo

DATE: November 29, 2016

SUBJECT: BVP Resolution to Accept

Dear Sir,

The Jersey City Police Department is submitting a Resolution to Accept the FY 2016 Bullet Proof Vest Partnership Award (BVP) in the amount of $120.58. Although the award is minimal, the City needs to accept the award and put the Resolution on the City Council's Agenda for an upcoming meeting. Failure to accept this grant, regardless of the dollar amount, can put the City of Jersey City in jeopardy of future invitations to apply for this specific grant.

For the past three grant cycles, the U.S. Department of Justice's BVP Program has elected to distribute grant awards to grantees whose population is under 100,000. This is the first time in several years that they have decided to disperse the remaining grant funds after those smaller jurisdictions received their awards. Declining this funding can possibly minimize the opportunities for future grants especially when we applied for the grant in the first place.

The Grants Office will apply the minimal award to an already paid purchase order which is funded by the New Jersey Body Armor Replacement Fund. As a note, this is permissible under both grantors. This will free up a little more money in the Body Armor Replacement Fund Account to go towards another vest purchase.

Thank you for your time in this matter.

Respectfully Submitted,

Sgt. Jaclyn Marcazo

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

City Clerk File No. Res. 16.815

Agenda No. 10.Y

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $7,200 FROM USTA EASTERN INCORPORATION FOR SCHOOL TENNIS YOUTH INITIATIVE FOR SIX CITY SCHOOLS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION.

WHEREAS, the Jersey City Department of Recreation applied for a grant from the USTA Eastern Incorporation for school tennis youth initiatives for six Jersey City schools to fund the teaching of tennis training in Jersey City; and

WHEREAS, the USTA Eastern Incorporation grant will also fund the cost of training instructors for this program; and

WHEREAS, the USTA Eastern Incorporation tennis program will be integrated into the Jersey City Department of Recreation tennis training curriculum; and

WHEREAS; the City of Jersey City-Department of Recreation will implement this program to accomplish the following program objectives:

1. Prepare young children to be good tennis players by teaching them tennis skills that could ultimately lead to careers as professional tennis players.

2. Positively impact young people in the City of Jersey City - Department of Recreation community by developing lifelong skills that combat childhood obesity by increasing health, recreational and fitness opportunities.

3. Utilize a multi-level, progressive tennis program to teach children the process of achieving – encourage them to dream, set worthy goals, and work towards those goals, be a good teammate and achieve measurable results.

4. Enhance the positive impact of the City of Jersey City - Department of Recreation tennis program by offering tennis training opportunities to young people who otherwise would not be in tennis lessons; and

WHEREAS; these program objectives are incorporated into the Jersey City Department of Recreation instructional format to provide no less than two (2) hours of tennis instruction daily for each participant; and

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

City Clerk File No. Res. 16.815 pg. #2

Agenda No. 10.Y

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $7,200 FROM USTA EASTERN INCORPORATION FOR SCHOOL TENNIS YOUTH INITIATIVE FOR SIX CITY SCHOOLS

WHEREAS; the Jersey City Department of Recreation agrees to provide enrollment reports to the USTA Eastern Incorporation to include a detailed accounting of all activities and expenditures; and

WHEREAS; program participants will be covered under insurance held by the City of Jersey City Department of Recreation and such coverage shall indemnify, defend and hold harmless the USTA Eastern Incorporation from any claims, liabilities and fines associated with the Jersey City Department of Recreation tennis program operations;

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

1) The City of Jersey City accepts a grant in the amount of $7,200.00 from the USTA Eastern Incorporation; and

2) The Office of Management and Budget is authorized to set up an account for the USTA Eastern Incorporation grant in the amount of $7,200.00.

3) The six City schools that will be participating in this tennis training program are:

   1. May Angelou School #20
      Attn: Maritza Rodriguez Dortrait, Principal
      239 Ocean Avenue

   2. Learning Community Center Charter School
      Attn: Jill Schifter
      2495 JF Kennedy Blvd.
      Jersey City, NJ 07304

   3. Whitney M. Young, Jr. School #15
      Attn: Michelle West
      135 Stegman Street
      Jersey City, NJ 07305

City Clerk File No. Res. 16.815

Agenda No. 10.Y DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $7,200 FROM USTA EASTERN INCORPORATION FOR SCHOOL TENNIS YOUTH INITIATIVE FOR SIX CITY SCHOOLS

4. Cornelia Bradford School #16
   Attn: Terry Watkins-Williams
   96 Sussex Street
   Jersey City, NJ 07302

5. School # 8
   Attn: Marissa Migliozzi
   96 Franklin Street
   Jersey City, NJ 07307

6. Alexander Sullivan School #30
   Attn: Valerie Ndiaye
   171 Seaview Avenue
   Jersey City, NJ 07305

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

Resolution Fact Sheet:

This summary sheet is to be attached to the front of any resolution that is submitted for the Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF RECREATION TO ACCETPT A GRANT FROM THE USTA EASTERN INCORPORATION FOR TENNIS TRAINING OF JERSEY CITY YOUTHS FOR SIX CITY SCHOOLS FOR $7,200

Project Manager

Department/Division	Department of Recreation	
Name/Title	Kevin Williamson	Director
Phone/email	201-547-4537	kwilliamson@jcnj.org

Resolution Purpose

To authorize the Jersey City Department of Recreation to accept a grant from the USTA Eastern Incorporation for tennis training of Jersey City youths for six schools for $7,200.00

I certify that all facts presented herein are accurate

Signature of Department Director

EASTERN
70 West Red Oak Lane
White Plains, NY 10604
Telephone 914-697-2300
Fax 914-694-2402
www.easternusta.com

Dear Mr. Williamson,
Enclosed is the check for $7,200 for
School Tennis Youth Initiative Grant for the following
schools:

Maya Angelou School #20
Attn: Maritza Rodriguez Dortrait, Principal
239 Ocean Avenue

Learning Community Center Charter School
Attn: Jill Schifter
2495 JF Kennedy Blvd.
Jersey City, NJ 07304

Whitney M. Young, Jr. School #15
Attn: Michelle West
135 Stegman Street
Jersey City, NJ 07305

Cornelia Bradford School #16
Attn: Terry Watkins-Williams
96 Sussex Street
Jersey City, NJ 07302

School #8
Attn: Marissa Migliozzi
96 Franklin Street
Jersey City, NJ 07307

Alexander Sullivan School #30
Attn: Valerie Ndiaye
171 Seaview Avenue
Jersey City, NJ 07305

Sincerely,

Quacey Balleste

Quacey Balleste
USTA Tennis Service Representative, New Jersey Region

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

City Clerk File No. Res. 16.816

Agenda No. 10.Z

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2015 RECYCLING TONNAGE GRANT

WHEREAS, the New Jersey Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, (the "Act") has established a recycling fund from which tonnage grants are made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") has promulgated recycling regulations to implement the Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing the City of Jersey City (the "City") to apply for a tonnage grant will memorialize the commitment of the City to recycling and to initiate the assent of the City Council to the efforts undertaken by the City and the requirements outlined in the Act and recycling regulations; and

WHEREAS, such a resolution shall designate the individual to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an grant application to the New Jersey Department of Environmental Protection on behalf of the City of Jersey City; and

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City, that the City of Jersey City hereby endorses the submission of the 2015 Recycling Tonnage Grant application to the NJDEP and designates Jose R. Cunha, Director of Engineering and Certified Recycling Professional ("C.R.P.") for the City of Jersey City to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED, that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund of the **City of Jersey City** to be used solely for the purpose of recycling; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement attached hereto on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Certified as a true copy of the Resolution adopted by Council,
On this day of , 2016

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.816

Agenda No. 10.Z DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2015 RECYCLING TONNAGE GRANT

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

ATTEST and AFFIX SEAL

Robert Byrne
City Clerk

Steven M. Fulop
Mayor

Jose R. Cunha, C.R.P.
Director of Engineering

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 12-7-16

_____ Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2015 RECYCLING TONNAGE GRANT

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha	Director of Engineering
Phone/email	201-547-4411	jcunha@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to authorize the submission of a grant application and the execution of a grant contract with the New Jersey Department of Environmental Protection ("NJDEP") for the 2015 Recycling Tonnage Grant. The grant application and grant contract for the 2015 Recycling Tonnage Grant must be passed by resolution by New Jersey municipalities by the end of the 2016 calendar year, in accordance with New Jersey Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, c.102.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

In accordance with the New Jersey Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, and with the Recycling Enhancement Act, P.L. 2007, c.311, the City of Jersey City is mandated to submit an annual Recycling Tonnage Report summarizing the amount of material recycled during the previous calendar year, to appoint a Certified Recycling Professional ("C.R.P."), and that "All grant monies received by a municipality shall be expended only for its recycling program". A municipality's application for the Recycling Tonnage Grant for a given year must be passed by resolution by the end of the following calendar year.

I certify that all the facts presented herein are accurate.

Jose R. Cunha

Signature of Municipal Engineer **Date**

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING,
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX
13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305
P: 201 547-4411

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: December 6, 2016

TO: Rolando L. Lavarro Jr., Council President and Council Members

CC: Robert Kakoleski, Business Administrator

FROM: Jose R. Cunha, Municipal Engineer, P.E., C.R.P.

SUBJECT: 2015 Recycling Tonnage Grant

The enclosed resolution represents the official authorization from the City Council to submit the annual Recycling Tonnage Report for the year 2015. This resolution is required as part of the overall recycling tonnage grant submission, for which the City of Jersey City (the "City") is granted funding to continue to operate and to further improve its recycling program. The grant award amount is directly based upon the City's total tonnage of various recyclable materials actually recycled in the previous year.

This resolution also officially designates the State Certified Recycling Professional (C.R.P.) charged with the preparation, submission and certification of the aforementioned recycling tonnage report, as required by New Jersey Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, and the Recycling Enhancement Act, P.L. 2007, c.311.

Jose R. Cunha

Jose R. Cunha, P.E., C.M.E., C.R.P.
Municipal Engineer

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

City Clerk File No. Res. 16.817

Agenda No. 10.Z.1

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2016-DT-BLA-210 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE SUMMIT AVENUE INTERSECTION IMPROVEMENTS (PHASE 3) JERSEY CITY, FEDERAL AID PROJECT NO: HSP-1700(300) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the City of Jersey City (City), Department of Administration, Division of Engineering, Traffic and Transportation submitted an application to the North Jersey Transportation Planning Authority (NJTPA) for federal funding under the FY2015-2016 Local Safety Program for a project known as the SUMMIT AVENUE INTERSECTION IMPROVEMENTS (PHASE 3), Jersey City Project No: 15-001-T, Federal Aid Project No: HSP-1700(300) and was authorized and found eligible for federal cost reimbursement in the amount not to exceed $427,861.00; and

WHEREAS, the New Jersey Department of Transportation (NJDOT) received federal authorization on September 15, 2016 allowing the City to move forward with the public bid and implementing the Summit Avenue Intersection Improvement (Phase 3), Jersey City Project No: 15-001-T, Federal Aid Project No: HSP-1700(300); and

WHEREAS, under the terms and conditions of the federal aid agreement the City must execute the ***Cost Reimbursement Agreement No. 2016-DT-BLA-210*** in which all such work shall be completed by October 1, 2021 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State of New Jersey; and

WHEREAS, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed $427,861.00; and

WHEREAS, the City agrees to accept responsibility for maintenance of the project after construction is completed.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the ***Cost Reimbursement Agreement No. 2016-DT-BLA-210***, which is attached hereto, for the Summit Avenue Intersection Improvements (Phase 3), Federal Aid Project No: HSP-1700(300) and their signatures constitute acceptance of the terms and conditions of the federal grant agreement; and

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator is hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the Summit Avenue Intersection Improvements (Phase 3), Federal Aid Project No. HSP-1700(300).

dlo/JRC
12/5/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 12-6-16

_____ Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2016-DT-BLA-210 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE SUMMIT AVENUE INTERSECTION IMPROVEMENTS (PHASE 3) JERSEY CITY, FEDERAL AID PROJECT NO: HSP-1700(300) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

Initiator

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, P.E.,C.M.E,	Municipal Engineer
Phone/email	201-547-4411	Cunha@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizing the City to enter into a cost reimbursement agreement with the New Jersey Department of Transportation for federal aid funds on the Summit Avenue Intersection Improvements, Phase III.

I certify that all the facts presented herein are accurate.

FOR

Jose R. Cunha, P.E.,C.M.E,
Director of Engineering

12/5/16
Date

Robert J Kakoleski,
Business Administrator

12/7/16
Date

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE	:	December 5, 2016
TO	:	Rolando L. Lavarro Jr., Council President and Council Members
CC	:	Robert Kakoleski, Business Administrator
FROM	:	Jose R. Cunha, P.E., Municipal Engineer
SUBJECT	:	**Resolution Authorizing the City to enter into a Federal Aid Agreement with the New Jersey Department of Transportation**

The purpose of this resolution is to authorize the City to enter into a Federal Aid Agreement with the State of New Jersey Department of Transportation (NJDOT) for the Summit Avenue Intersection Improvements, Phase III, Jersey City Project No: 15-001-T. The Cost Reimbursement Agreement No: 2016-DT-BLA-210 upon execution by the state and municipality will provide for eligible costs incurred by the City and not to exceed $427,861.00 on named project and completed by October 1, 2021.

Upon execution of this agreement the City must return four (4) originally signed and sealed copies of the attached agreement along with a signed/sealed resolution for execution by the state.

In the best interest of the City, the Division of Engineering would greatly appreciate your authorization to move forward in accepting the term and conditions of the federal aid agreement and funding of the Summit Avenue Intersection Improvements, Phase III.

Regards,

FOR

Jose R. Cunha, P.E., C.M.E.
Municipal Engineer

State of New Jersey

DEPARTMENT OF TRANSPORTATION

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

Bureau of Local Aid-Newark
153 Halsey Street, 5th Floor
Newark, New Jersey 07102
Phone: (973) 877-1500
Fax: (973) 648-4547

RICHARD T. HAMMER
Commissioner

RECEIVED
16 OCT 13 AM 10: 18
CITY OF JERSEY CITY
ENGINEERING
DIRECTOR'S OFFICE

October 7, 2016

Honorable Steven M. Fulop
Mayor, City of Jersey City
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Re.: Summit Avenue Intersection Improvements (Phase 3)
City of Jersey City, Hudson County
Federal Project No. HSP-1700(300)

Dear Mayor Fulop:

This is to inform you that on September 15, 2016, the Federal Highway Administration (FHWA) authorized funding up to an amount of $427,861.00 for construction of the above captioned Federal Aid Highway Program project located in the City of Jersey City, Hudson County.

Requirements for this project include, but are not limited to, the following:

Advertisement of Contract

- As per the NJDOT Procedures for Federal Aid Projects in the Division of Local Aid and Economic Development's Federal Aid handbook, the City of Jersey City is required to advertise for construction bids within 60 calendar days from the date of this letter. The project shall be advertised once a week for a minimum of three (3) consecutive weeks in at least two (2) legal newspapers. Bids may be taken a minimum of 10 days following the final advertisement.

- The following language must appear in the bid solicitation: **"Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award."**

- **The City of Jersey City must send NJDOT a schedule of advertisement and anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement.**

- The City of Jersey City may use their own format for the bid proposal; however, the construction items and quantities must be the same as the final plans, specs and estimate (as submitted with the authorization request). Any modifications to the construction items and quantities will require FHWA's prior approval and authorization.

- The number of Training Positions will be '0' where feasible consisting of at least '0' Apprentices and '0' Apprentice Graduates of the P.A.P. and/or Trainees (Total Trainees Hours = 0).

- The Disadvantage Business Enterprise goal is 5%. These requirements should be so indicated in the proper locations on Federal Attachment No. 5 in the attachment to the Federal Aid Supplementary Specifications.

- The prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor must be used. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate. State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

- General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Web Determinations online web site at http://www.wdol.gov/dba.aspx#0 Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.

  These must be downloaded not more than ten (10) days prior to advertisement and inserted into the final bid specifications.

- Contract completion date as noted in the bid documents must be specified in the project specifications with provisions for liquidated damages as per NJDOT 2007 Standard Specifications for Road and Bridge Construction section 108.20.

Award of Contract

- Recipients must award a construction contract within 4 months of the date of this notification. Failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.

- Upon award of construction contract, please submit the following to this office for NJDOT concurrence in the award of construction contract:

  - certified copy of the bid summary
  - original resolution of award
  - bid analysis
  - affidavits of the advertisements
  - written verification that the contractor and/or subcontractors are not on the debarred list
  - completed Federal Attachments
  - a signed copy of the "Federal Aid Checklist" (enclosed)
  - Letter stating the names of the responsible charge and the inspector

- If the bids are rejected for any reason, this office must be notified in writing before readvertising. A written justification for the denial must also be submitted.

- The City of Jersey City must complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated January 20, 2004 {Formerly T5080.4}. These Guidelines are available at: http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf.

Project Agreement (included under seperate cover letter)

- Return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department. DO NOT enter the date on page 1.

- Signed copies of the agreement should be returned within 45 days of receipt.

- All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.

Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FWHA funding until such time as progress on timely billings is demonstrated.

- The project will be considered "Inactive" if the City of Jersey City fails to submit an invoice within the durations described in 23 CFR 630.106. It is the City of Jersey City's responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

Final Inspection and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by the recipient not later than 30 days following Substantial Completion of construction.

- Close-out documents shall be submitted by the recipient to NJDOT within 6 months of receipt of acceptance by NJDOT.

Failure to meet the time requirements for project close-out may result in the restriction of authorization of future FWHA funding until such time as progress on close-out is demonstrated.

Recipients may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

It is the NJDOT's desire to make the process of funding and oversight as reasonable as possible and at the same time satisfy FHWA requirements. City of Jersey City's cooperation will greatly facilitate this effort and assist in future funding.

Should you require any additional information, please contact me at (973) 877-1500.

Sincerely,

Eileen Schack
Supervising Engineer

CC Mr. Jose R. Cunha, Director of Engineering w/enclosure

Attachment

CHECKLIST FOR THE AWARD OF A FEDERAL AID CONSTRUCTION CONTRACT
NJDOT Local Aid

Project: _____

Fed. Proj. No.: _____

Location: _____

County: _____

Authorization Date:		Federal Share (Authorized Amount):	
Number of Bids:		Sponsor's Inhouse Amount:	
Date of Bid:		Engineer's Estimate:	
Date of Award:		Low Bid:	
Award Approval (by Local Aid):		Contract Amount:	
Contractor's Name:			

YES	NO	N/A	
☐	☐	☐	1. Has the required DBE or ESBE (whichever is applicable) Form A Plan been completed? Have the goals been met?
☐	☐	☐	2. Has the Contractor certified that he/she has an Affirmative Action Plan?
☐	☐	☐	3. Has the Non-Collusion Affidavit been submitted in proper form?
☐	☐	☐	4. Is the Contractor listed on the current Debarred Bidders List?
☐	☐	☐	5. Are there exceptions to the Debarment Certification?
☐	☐	☐	6. The bid opening was regular, except:
☐	☐	☐	7. Is the bid materially unbalanced?
☐	☐	☐	8. All conditions in the LETTER OF AUTHORIZATION have been complied for concurrence.
☐	☐	☐	9. If the bid is high, is it competitive in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated 1/20/04? These Guidelines are available at: http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf
☐	☐	☐	10. Has a bid analysis been performed?
☐	☐	☐	11. Have the required Trainees goals been met?
☐	☐	☐	12. Does the project include all "Safety Measures" listed in the approved Design Exception Report?
☐	☐	☐	13. Has the sponsor previously rejected bids and/or readvertised this project?
☐	☐	☐	14. If bids were previously rejected, was it done in accordance with the provisions of N.J.S.A. 40 A:11-1 et. seq. or 23 CRR 635.114 (b-j)?
☐	☐	☐	15. Are copies of advertisements enclosed?
☐	☐	☐	16. Are completed copies of Federal Attachments and Civil Rights Forms enclosed?
☐	☐	☐	17. Identify person in "Responsible Charge" per 23 CFR 635.105.

Certified by:

_____ _____

County/City (or Sponsor's) Engineer Date

Recommended by:

_____ _____

Project Manager Date

Approved by:

_____ _____

Manager, District 2 Local Aid Date

Agreement No.: **2016-DT-BLA-210** Contract ID: **17 70847**

CFDA Name and No.: **Highway Planning and Construction 20.205** DUNS Number (Sponsor): **831438275**

Contact Name and Phone Number: **Eileen Schack; (973) 877-1500**

FEDERAL AID AGREEMENT

Project: **Summit Avenue Intersection Improvements (Phase 3)**
Municipality: **City of Jersey City,** County: **Hudson**
Federal Project No.: **HSP-1700(300)**

This Cost Reimbursement Agreement is made as of the _____ day of _____ _____, by and between the **City of Jersey City**, having its offices at **280 Grove Street, Jersey City NJ 07302** ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

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

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

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

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

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

1. Description of Project – Scope of Work

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

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **September 15, 2016**. All such work shall be completed by **October 1, 2021**, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the Sate upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of $1,000,000 combined single limit plus $1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of $1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of $1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed $**427,861.00**, with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
HSP-1700(300)	**City of Jersey City**	**427,861.00**	**$0.00**	**427,861.00**	**09/15/2016**	**10/01/2021**

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of $**427,861.00** stated in this Agreement for satisfactorily completing the Project.

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

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

(e) The administrative requirements include:

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

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

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

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

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

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

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

7. Audit Requirements

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

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

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

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

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

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

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

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

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

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

1. Examine records of the Recipient or its subconsultants

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

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

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

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

(b) "In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

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

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the

matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

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

11. No Personal Liability

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

12. Equal Opportunity

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

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

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

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

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

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

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

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

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

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

(a) Cancel, terminate, or suspend this Agreement in whole or in part;

(b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and

(c) Initiate appropriate legal proceedings.

13. Nondiscrimination

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

(a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

(b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.

(c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

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

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

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

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

15. No Oral Modifications

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

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

16. Notices and Demands

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

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

If to the State:

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

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

District 2
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 648-4547
Bergen, Essex, Hudson,
and Union

Excepting Legal Notices
Telephone: Fax:

If to Recipient:

Jose R. Cunha, P.E.
(Engineer)
City of Jersey City
13-15 Linden Avenue East
Jersey City, NJ 07305

17. Partial Invalidity

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

18. Further Assurances

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

19. Subject to FHWA Regulations

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

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

20. Entire Agreement; Counterparts; Disputes

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

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

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

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

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

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

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.

24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.

27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.

28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.

29 APPENDIX I – Project Scope of Work

30 APPENDIX J – Project Cost Estimate

31. Resolution

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

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

Project: **Summit Avenue Intersection Improvements (Phase 3)**
Municipality: **City of Jersey City,** County: **Hudson**
Federal Project No.: **HSP-1700(300)**

Agreement No.: **2016-DT-BLA-210**

ATTEST/WITNESSED/AFFIX SEAL:

_____ _____
Date

Name: **Robert Byrne**
Title **Clerk**

RECIPIENT **City of Jersey City**

By: _____ _____
Date

Name **Steven M. Fulop**
Title **Mayor**

ATTEST/WITNESSED/AFFIX SEAL:

_____ _____

Anika James Date
Department Secretary,
New Jersey Department of Transportation

NEW JERSEY DEPARTMENT OF TRANSPORTATION

By: _____ _____

Michael Russo, Director Date
Division of Local Aid & Economic Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

Christopher S. Porrino

By: _____ _____

Deputy Attorney General Date

APPENDIX A

NONDISCRIMINATION

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

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.

(a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
(b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, **Steven M. Fulop, Mayor**, hereby certify on behalf of RECIPIENT, that:
(Name and Title of Grantee Official)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____ day of _____, 2____.

By: _____

Steven M. Fulop, Mayor
(Signature and Title of Authorized Official)

APPENDIX C

CERTIFICATION OF RECIPIENT

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

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

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

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

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

1. employ or retain, or agree to employ or retain, any firm or person, or

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

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

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

APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.

2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.

3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition , employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

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

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

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

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

Adopted on the 16th day of December, 1987

APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

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

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

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

does not have a proposed debarment pending; and

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

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

Attest: RECIPIENT

Robert Byrne, Clerk **Steven M. Fulop, Mayor**

Date: _____

APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

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

APPENDIX H

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

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

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

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

b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

CITY OF

JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Summit Avenue Corridor Safety Improvements (Phase 3)
Jersey City
Hudson County

Scope of Work

Summit Avenue is classified as an Urban Minor Arterial under municipal jurisdiction. The street traverses both the Jersey City and Union City for a total distance of 4.55 miles with 3.20 miles in Jersey City. The corridor along which Summit Avenue Traverses is both commercial business and residential in nature and stretches from the Union City Line at Secaucus Road to Communipaw Avenue at The Junction.

Summit Avenue has been identified on the "Crash-Prone Location" list in Attachment B of the North Jersey Transportation Authority (NJTPA) Regional Safety Priorities Listing. Both vehicular traffic and pedestrian traffic volumes are high due to the nature of the area and the existence of several public buildings, churches, parks, and a transportation center. Summit Avenue is also a major north-south commuter bus route for NJ Transit and several independent bus companies.

Since many vehicular and pedestrian accidents have occurred throughout the corridor, the city has decided to initiate a multi phase projects to improve the safety at every intersection along the entire length of Summit Avenue as outlined in the NJTPA report. According to data obtained from the Jersey City Police Department, there have been a total of 691 accidents along the entire length of Summit Avenue between January of 2008 and December of 2010. Not every intersections requires improvements since some intersections have already been upgraded with state of the art safety measures or are included for improvements as part of other projects.

The section of Summit Avenue between "The Junction" and Bowers Street (Phase I) have been constructed completely by FHWA funding.

All work will be performed within the existing 50' to 60' right-of-way. No roadway widening is proposed. The existing pavement width varies between 32' and 40'.

The project includes the following improvements:

(1) Installation of pedestrian countdown traffic signal heads. All existing traffic signals have been warranted and approved by the NJDOT Bureau of Traffic Engineering and Safety. These devices will allow pedestrians a more accurate method of judging the time remaining for the street crossing. The countdown traffic signals alert both motorist and pedestrian of the time allowed and the time remaining to cross the street.

(2) Construction ADA compliant Curb ramps and reconstruction of non-ADA compliant Curb Ramps. All existing curb and sidewalk is concrete and will be replaced in-kind with concrete.

(3) Installation of Detectable Warning Surfaces on new or existing ADA compliant Curb Ramps. Detectable Warning Surfaces will be materials approved by the NJDOT.

(4) Construction of highly visible International Crosswalk, also known as Ladder Crosswalk. Theses crosswalk will improve visibility for the motorist of pedestrians in crosswalk.

(5) Installation and replacement of Regulatory, Warning, and Pedestrians Signs. Signs are in need of upgrading in order to better regulate illegal parking at intersections, especially in crosswalks and to define no parking zone. Many signs are in fair to poor condition and in need of replacement due to lose of reflectivity. Other signs have been damaged or vandalized and must be replaced.

(6) Installation of U-Post Wraparound Reflective Sheeting for Regulatory and Warning Signs. The material will be used on all Stop Signs and Pedestrians Crossing Signs.

There are no historic sites listed in the New Jersey and National Registers of Historic Places and are within the Area of Potential Effect. All work will be within the existing right-of-way.

The following is a list of Intersections that are included:

1. Charles Street – Signalized
2. Throne Street – Signalized
3. South Street – Signalized
4. Bleecker Street – Signalized
5. Paterson Street
6. Congress Street – Signalized
7. Graham Street – Signalized
   ~~North Street; (has improved by city project)~~
8. Irving Street
   ~~Poplar Street; (has improved by other project)~~
9. Grace Street
10. Leonard Street

CITY OF

JERSEY CITY

DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

The Construction Cost Estimates:

The detail of the Construction Cost Estimates will be submitted later day.
Base on our past experience, a rough estimate of $450,000 will be sufficient to construct the phase II project.

Pennoni
PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

ENGINEER'S ESTIMATE

PROJECT: SUMMIT AVENUE IMPROVEMENTS PHASE III
CHARLES STREET TO LEONARD STREET
LOCATION: CITY OF JERSEY CITY, HUDSON COUNTY

Federal Project # HSP-170(300)CON

DATE: 8/11/2016
PREPARED BY: CRO
CHECKED BY: DD

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	TOTAL BASE BID	CHARLES STREET	THORNE STREET	SOUTH STREET	BLEECKER STREET	PATERSON STREET	CONGRESS STREET	GRAHAM STREET	IRVING STREET	GRACE STREET	LEONARD STREET	IF AND WHERE DIRECTED
1	CELL SERVICE	LS	1	$1,200.00	$1,200.00											
2	CONSTRUCTION LAYOUT	LS	1	$36,000.00	$36,000.00	-	-	-	-	-	-	-	-	-	-	-
3	BREAKAWAY BARRICADE	UNIT	20	$12.00	$240.00	0	0	0	0	0	0	0	0	0	0	20
4	DRUM	UNIT	50	$10.00	$500.00	0	0	0	0	0	0	0	0	0	0	50
5	TRAFFIC CONE	UNIT	100	$5.00	$500.00	0	0	0	0	0	0	0	0	0	0	100
6	CONSTRUCTION SIGNS	SF	250	$1.00	$250.00	0	0	0	0	0	0	0	0	0	0	250
7	POLICE TRAFFIC CONTROL	LS	1	$43,000.00	$43,000.00	0	0	0	0	0	0	0	0	0	0	0
8	EXCAVATION FOR TEST PITS	UNIT	2	$200.00	$400.00	0	0	0	0	0	0	0	0	0	0	2
9	CATCH BASIN FILTER, TYPE 1	UNIT	25	$100.00	$2,500.00	4	4	2	1	3	3	2	2	4	0	0
10	RESET EXISTING CASTING	UNIT	6	$500.00	$3,000.00	0	0	0	0	0	0	0	0	0	0	6
11	RECONSTRUCTED CATCH BASIN, TYPE B, USING EXISTING CASTING	UNIT	6	$1,500.00	$9,000.00	0	0	0	0	0	0	0	0	0	0	6
12	BICYCLE SAFE GRATE, 21 3/4" x 47 3/4" AND BACK PLATE	UNIT	3	$900.00	$900.00	0	1	0	0	0	1	0	0	1	0	0
13	CURB PIECE	UNIT	22	$325.00	$7,150.00	4	4	2	1	3	3	1	0	4	0	0
14	JUNCTION BOX (RELOCATE WITH NEW BOX)	UNIT	5	$3,500.00	$17,500.00	0	0	1	0	0	4	0	0	0	0	0
15	CONCRETE SIDEWALK, 4" THICK	SY	1,304	$85.00	$110,840.00	131	132	126	118	129	144	116	0	136	0	272
16	DETECTABLE WARNING SURFACES	SY	64	$300.00	$19,200.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	0.00	8.00	0.00	0
17	9" X 20" CONCRETE VERTICAL CURB	LF	1,054	$40.00	$42,160.00	129	131	133	136	131	136	132	0	127	0	0
18	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 4" WIDE	LF	17,753	$2.75	$48,820.75	1912	1792	1922	1902	1718	2054	1648	1602	1619	1604	0
19	REMOVAL OF EXISTING TRAFFIC STRIPES, 4" WIDE	LF	2,000	$1.00	$2,000.00	0	0	0	0	0	0	0	0	0	0	2000
20	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	SF	120	$5.00	$600.00	0	0	0	0	0	0	0	0	0	0	120
21	REGULATORY AND WARNING SIGN WITH STEEL U-POST	SF	72	$45.00	$3,240.00	0	0	0	0	18	0	0	18	18	18	0
22	REFLECTIVE SIGN POST WRAP	UNIT	8	$45.00	$360.00	0	0	0	0	2	0	0	2	2	2	0
23	RELOCATE EXISTING TRAFFIC SIGN	UNIT	15	$150.00	$2,250.00	0	0	0	0	0	0	0	0	0	0	15
24	3" RIGID METALLIC CONDUIT, EARTH	LF	650	$35.00	$22,750.00	0	100	150	100	0	200	100	0	0	0	0
25	JUNCTION BOX MODIFICATIONS, RESET	UNIT	10	$1,000.00	$10,000.00	0	1	3	1	0	0	1	0	0	0	4
26	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	LF	1,000	$4.00	$4,000.00	0	200	200	0	0	275	0	0	0	0	325
27	PEDESTRIAN SIGNAL HEAD	UNIT	32	$1,000.00	$32,000.00	0	8	8	8	0	8	0	0	0	0	0
28	PEDESTRIAN INSTRUCTION SIGN	UNIT	20	$60.00	$1,200.00	0	4	4	4	0	4	4	0	0	0	0
29	PUSH BUTTON	UNIT	20	$300.00	$6,000.00	0	4	4	4	0	4	4	0	0	0	0
30	IMAGE DETECTOR	UNIT	5	$8,500.00	$42,500.00	0	1	1	1	0	1	1	0	0	0	0
31	CONTROLLER MODIFICATION	UNIT	5	$400.00	$2,000.00	0	1	1	1	0	1	1	0	0	0	0

TOTAL $472,060.75

Todd M. Hay
TODD M. HAY, PE
PROFESSIONAL ENGINEER
NJ LICENSE NO. 41715

N.P. item #1 & 7 $44,200.00
Construction Federal Participation $427,860.75
Federal Fund $427,861.00

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

City Clerk File No. Res. 16.818

Agenda No. 10.Z.2

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR ANIMAL CONTROL SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide comprehensive animal control services throughout the City of Jersey City (the "City") to control stray animals, maintain the public health, and assist residents with a variety of animal-related needs; and

WHEREAS, the City intends to use competitive contracting to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.l(r) authorizes the City to use competitive contracting to award contracts to a for-profit or not-for-profit entity for "Animal control services"; 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:

(1) the above recitals are incorporated herein by reference;

(2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a contract for the provision City-wide animal control services for a term not to exceed five (5) years.

PB 12.5.16

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR ANIMAL CONTROL SERVICES

Project Manager

Department/Division	Health & Human Services	HEALTH DIVISION
Name/Title	STACEY FLANAGAN	DIRECTOR
Phone/email	(917) 863-8474	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Comprehensive animal control services throughout the City of Jersey City to control stray animals, maintain the public health, and assist residents with a variety of animal-related needs.

Cost (Identify all sources and amounts)

Approximately $700,000 / year, $3,500,000 for five years

General budget

Contract term (include all proposed renewals)

Up to 5 years

Type of award Competitive Contracting

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/6/16

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

City Clerk File No. Res. 16.819

Agenda No. 10.Z.3

Approved: DEC 14 2016

TITLE:

RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON OCTOBER 13, 2016 FOR CHAIN LINK FENCING FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK 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 chain link fencing for the City of Jersey City (City); and

WHEREAS, the City received one bid on October 13, 2016; and

WHEREAS, Guardian Fence submitted a bid of $1,195,300.00; and

WHEREAS, this bid substantially exceeds the Division of Park Maintenance (Division) pre-bid estimate for this Project of $450,000.00; and

WHEREAS, the City's Director of Park Maintenance recommends that all bids be rejected and the contract be rebid immediately using revised bid specifications; and

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

WHEREAS, the City desires to reject all bids received on October 13, 2016.

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 October 13, 2016 for chain link fencing are rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications.

PS/sb
November 28, 2016

APPROVED: 11/29/16
Patrick Stamato, Acting Director, Department of Public Works

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

R.R. 12-1-16

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON OCTOBER 13, 2016 FOR CHAIN LINK FENCING FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Sammy Ocasio	Parks Director
Phone/email	201-547-4449	socasio@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- The City received one bid on October 13, 2016.
- Guardian Fence submitted a bid of $1,195,300.00.
- This bid substantially exceeds the Division of Park Maintenance (Division) pre-bid estimate for this Project of $450,000.00.
- The City's Director of Park Maintenance recommends that all bids be rejected and the contract be rebid immediately using revised bid specifications.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Type of award Rejection Resolution

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 11/29/16

Signature of Purchasing Director **Date**

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

City Clerk File No. Res. 16.820

Agenda No. 10.Z.4

Approved: DEC 14 2016

TITLE:

RESOLUTION DECLARING APS CONTRACTING, INC. IN DEFAULT OF THE WEST DISTRICT POLICE PRECINCT PROJECT, PROJECT NO. 2007-002, AND AUTHORIZING CLAIM ON PERFORMANCE BOND

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

WHEREAS, the City of Jersey City (the "City") awarded a construction contract (the "Contract") to APS Contracting, Inc. (the "Contractor") to be General Contractor for the West District Police Precinct Project, Project 2007-002 (the "Project"), as of January 27, 2012;

WHEREAS, since the Project's Notice to Proceed was executed on March 19, 2012, the City's representatives, and the City's hired professionals, Construction Manager Epic Management, Inc. and Architect of Record, The Goldstein Partnership (the "Architect"), have through a series of communications notified the Contractor that work has not been performed in a timely manner and/or had not been completed in a satisfactory manner;

WHEREAS, in addition to the timing and quality of work, a number of substantial violations of the Contract have occurred, included but not limited to, failure by the Contractor to promptly pay subcontractors, leading to numerous liens being filed on the property;

WHEREAS, as set forth in the certification attached hereto as **Exhibit A**, the City's Division of Architecture recommends that the City declare the Contractor in default of its obligations under the Contract, and further that the City notify the Contractor's surety of the Contractor's default and institute a claim upon the Contractor's performance bond;

WHEREAS, the Architect also believes that sufficient cause exists to justify termination, and recommends the same; and

WHEREAS, the recommendations set forth above are appropriate, and the City wishes to memorialize the City's position in this matter.

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

1) APS Contracting, Inc. is in default of the obligations, conditions and covenants set forth in its Contract with the City.

2) The City is authorized, through the City's representatives, to notify the Contractor's surety of the Contractor's default and intent to terminate, and the assertion of a claim upon the Contractor's performance and/or maintenance bond(s) in this matter.

TITLE:

RESOLUTION DECLARING APS CONTRACTING, INC. IN DEFAULT OF THE WEST DISTRICT POLICE PRECINCT PROJECT, PROJECT NO. 2007-002, AND AUTHORIZING CLAIM ON PERFORMANCE BOND

3) This Resolution shall take effect immediately.

BD 12/05/16

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CERTIFICATION OF CITY OF JERSEY CITY

DIVISION OF ARCHITECTURE

I, Joseph Javier, of the City of Jersey City's Division of Architecture, Department of Administration, on this 6th day of DECEMBER 2016 certify that:

1. APS Contracting, Inc. (the "Contractor") has been General Contractor for the West District Police Precinct Project, Project 2007-002 (the "Project") as of January 27, 2012.

2. This Project has been unnecessarily delayed.

3. Throughout the Project, the Contractor failed to perform work in a timely and diligent manner.

4. As of today, a number of punchlist items remain outstanding.

5. Liquidated damages have been accruing as of November 1, 2014.

6. The Contractor has willfully violated a number of conditions of the contract, including but not limited to, prompt payment to subcontractors, which has resulted in numerous liens being filed on the property. Such action demonstrates a persistent disregard of the contract provisions regarding payment to subcontractors, and laws regarding same.

7. The Contractor should be terminated and completion should be sought under the performance bond.

Joseph D. Javier

Joseph Javier, Architect and Project Manager

Acknowledged and Accepted By:

Brian Weller, Director, Division of Architecture

Acknowledged and Accepted By:

Jose R. Cunha

Joe Cunha, City Engineer

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION DECLARING APS CONTRACTING, INC. IN DEFAULT OF THE WEST DISTRICT POLICE PRECINCT PROJECT NO. 2007-002, AND AUTHORIZING CLAIM ON PERFORMANCE BOND

Initiator

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Due to delays, failure to perform work, issues with work quality, lack of payment to subcontractors, etc., the Resolution declares APS Contracting, Inc. in default of the West District Police Precinct Project No. 2007-002, and authorizes claim on Performance Bond.

I certify that all the facts presented herein are accurate.

Signature of Division Director **Date** 12/7/16

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

City Clerk File No. Res. 16.821

Agenda No. 10.Z.5

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH JEN ELECTRIC, INC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

WHEREAS, Resolution No. 15.875, approved on December 16, 2015, awarded a one-year contract in the amount of $1,572,379.00 to **Jen Electric, Inc** for maintenance and repair of traffic signals for the City of Jersey City (City), Department of Administration / Division of Engineering, Traffic and Transportation; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first of two options and renew the contract for an additional one-year period effective as of **January 1st, 2017 and ending on December 31st, 2017**; and

WHEREAS, the total cost of the contract renewal is **$1,572,379.00**.

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 renew the agreement with **Jen Electric, Inc** for maintenance and repair of traffic signals for the City of Jersey City (City), Department of Administration / Division of Engineering, Traffic and Transportation;

2) Pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year temporary and permanent budgets; and

City Clerk File No. Res. 16.821

Agenda No. 10.Z.5 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH JEN ELECTRIC, INC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

3) 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.

Requisition # 177127

Purchase Order # 123278

DONNA MAUER - CFO

sp/
(12/01/16)

APPROVED:

Jose R. Cunha, PE, CME, CPWM, CRP
City Engineer

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

B.R
12-5-16

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH JEN ELECTRIC, INC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION, PROJECT NO. 16-003 T

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Joao D'Souza	Director, Traffic and Transportation
Phone/email	201-547-4530	joao@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To proceed with preventative maintenance and emergency repair of traffic signals and school zone flashing beacons.

Cost (Identify all sources and amounts)

Acct: #	Operating
Contract amount :	$1,572,379.00
Temporary encumbrancy	$ 100,000.00

Contract term (include all proposed renewals)

Exercising 1st of 2 options to renew for an additional one year term effective as of 01/01/2017 to 12/31/2017.

Type of award Public Bid / Renewal

If "Other Exception", enter type

Additional Information

Original Reso #15-875, approved 12/16/15.

Jose R. Cuhna — 12/1/16

Jose R. Cuhna, PE, CME, CPWM, CRP — **Date**
Director of Engineering Traffic & Transp.

12/1/16

Joao D'Souza, Director, Traffic & Transp. — **Date**

12/1/16

Signature of Department Director — **Date**

JEN ELECTRIC INC.
TRAFFIC SYSTEMS SPECIALISTS
N.J.P.E.# 39919 & N.J.E.L.# 15196

November 17, 2016

Mr. D'Sousa
City of Jersey City
Division of Traffic & Transportation
575 Route 440
Jersey City, NJ 07305

Subject: Traffic Maintenance 2016 – Jersey City Project No: 16-003T

Dear Mr. D'Sousa,

As per your request Jen Electric, Inc. will continue to perform traffic signal maintenance for the current contract for the City of Jersey City during the one year extension starting on January 1, 2017. The current rates will be extended throughout this term.

We appreciate the opportunity to be of continued service to the City. If you have any questions or concerns, please feel free to contact us.

Sincerely,
Jennifer Daidone
President

Tel. 973.467.4901 • Fax 973.467.4902 • 631 Morris Ave. Springfield, NJ 07081

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

City Clerk File No. Res. 15.875

Agenda No. 10.Z.13

Approved: DEC 16 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JEN ELECTRIC INC FOR THE TRAFFIC MAINTENANCE 2016, PROJECT NO. 16-003T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

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 bids for **Traffic Maintenance 2016, Project No. 16-003T** for the Department of Administration/ Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **(2) Bids,** the lowest responsible bid being that from **Jen Electric, 631 Morris Avenue, Springfield New Jersey 07081,** in the total bid amount of **One Million Five Hundred Seventy Two Thousand, Three Hundred Seventy Nine ($1,572,379.00) Dollars**; 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 Million Five Hundred Seventy Two Thousand, Three Hundred Seventy Nine ($1,572,379.00) Dollars** are available in **Operating Acct #01-201-20-165-314**; and

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional One year terms pursuant to specifications and bids thereon; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
01-201-20-165-314	119164	Temp. Encumb.	$300,00.00
		Total Contract	$1,572,379.00

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.

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

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

RESOLVED, this contract award 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.; and be it further

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 15.875

Agenda No. 10.Z.13 DEC 16 2015

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JEN ELECTRIC INC FOR THE TRAFFIC MAINTENANCE 2016, PROJECT NO. 16-003T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

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:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
01-201-20-165-314	119164	Temp. Encumb.	$300,00.00
		Total Contract	$1,572,379.00

Approved by _____
Peter Folgado, Director of Purchasing, QPA

PF/pc
12/2/15

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.16.15

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

BID SHEET

Bid items required under "2016 Maintenance & Repair of Traffic Signals & School Flashing Beacons" includes personnel, equipment, serviced and fueled or electrically powered equipment and all necessary support vehicles, drivers and equipment.

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
		ANNUAL INSPECTION & PREVENTATIVE MAINTENANCE		
1.	250 Each	Bids for normal "annual preventative maintenance & inspection" of traffic signals (with the exception of traffic flashing beacons and those designated by Jersey City) FOR One Thousand Two Hundred Fifty DOLLARS AND no CENTS Per Intersection, Per Year	$1,250.00 EACH	$312,500.00
2.	3 Each	Bids for normal "annual preventative maintenance & inspection" of flashing traffic signal beacons (with the exception of traffic signals and those designated by Jersey City) FOR Five Hundred DOLLARS AND no CENTS Per Intersection, Per Year	$500.00 EACH	$1,500.00
3.	12 Each	Bids for normal "annual preventative maintenance & inspection" of School Flashing Beacons FOR Two Hundred DOLLARS AND no CENTS Per Location, Per Year	$200.00 EACH	$2,400.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
		LABOR FOR EMERGENCY MAINTENANCE		
4.	2200 Hrs	SIGNAL ELECTRICIAN (IMSA LEVEL II) 7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY) FOR Thirty DOLLARS AND no CENTS Per Hour	$30.00 /HR	$66,000.00
5.	600 Hrs	SIGNAL ELECTRICIAN (IMSA LEVEL II) 3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY) AND 24 HOURS BASIS (SATURDAY, SUNDAY & HOLIDAYS) FOR Thirty DOLLARS AND no CENTS Per Hour	$30.00 /HR	$18,000.00
6.	1100 Hrs.	SIGNAL ELECTRICIAN (IMSA LEVEL III) 7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY) FOR One Hundred Sixty Five DOLLARS AND no CENTS Per Hour	$165.00 /HR	$181,500.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
7.	200 Hrs.	SIGNAL ELECTRICIAN (IMSA LEVEL III) 3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY) AND 24 HOURS BASIS (SATURDAY, SUNDAY & HOLIDAYS) FOR One Hundred Sixty Five DOLLARS AND no CENTS Per Hour	$165.00/HR	$33,000.00
8.	750Hrs.	ELECTRICIAN HELPER 7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY) FOR Eighteen DOLLARS AND no CENTS Per Hour	$18.00 /HR	$13,500.00
9.	400 Hrs.	ELECTRICIAN HELPER 3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY) AND 24 HOURS BASIS (SATURDAY, SUNDAY & HOLIDAYS) FOR Eighteen DOLLARS AND no CENTS Per Hour	$18.00 /HR	$7,200.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
		EQUIPMENT FOR EMERGENCY MAINTENANCE (NOT INCLUDING LABOR)		
10.	2400 Hrs.	Mobile Bucket Truck (Min. 25 feet working height, without operator, to be used by Electrician, per bid items above) FOR Twenty Five DOLLARS AND no CENTS Per Hour	$25.00/HR.	$60,000.00
11.	500 Hrs.	Mobile Bucket Truck (Min. 50 Ft. working height, without operator, to be used by electrician per bid items above) FOR Twenty Five DOLLARS AND no CENTS Per Hour	$25.00/HR	$12,500.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)

RATE OF SPECIAL ITEMS (#11 TO #29) FOR EMERGENCY MAINTENANCE (INCLUDING LABOR & EQUIPMENT))

12. 500 Feet — Bid per linear foot of loop detector in asphalt pavement (1/4" x 2" deep) complete in place, including all materials (wire, asbestos rope, sealant, asphalt, hook-up in cabinet, etc.), excluding any conduit work.

FOR Eight DOLLARS

AND zero CENTS $8.00 /FT $4,000.00

Per Linear Foot

13. 200 Feet — Bid per linear foot of 2" CUR rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring

FOR Thirty DOLLARS

AND zero CENTS $30.00 /FT $6,000.00

Per Linear Foot

14. 200 Feet — Bid per linear foot of 2" CUG rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring

FOR Thirty DOLLARS

AND zero CENTS $30.00 /FT $6,000.00

Per Linear Foot

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
15.	200 Feet	Bid per linear foot of 3" CUR, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring FOR Forty DOLLARS AND no CENTS Per Linear Foot	$40.00/FT	$8,000.00
16.	200 Feet	Bid per linear foot of 3" CUG, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring FOR Thirty DOLLARS AND no CENTS Per Linear Foot	$30.00/FT	$6,000.00
17.	200 Feet	Bid per linear foot of 4" CUG/CUR, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring FOR Thirty DOLLARS AND no CENTS Per Linear Foot	$30.00/FT.	$6,000.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
18.	200 Feet	Bid per linear foot of 4" CUG/CUR, PVC PIPE, complete excavation, installation and original surface restoration, material and hook-up wiring FOR Thirty DOLLARS AND no CENTS Per Linear Foot	$30.00/FT	$6,000.00
19.	Foundation (P) 2 UNITS	Installation of foundation (P) including all conduits, material, debris removal and all incidentals to install the cabinet and restoration of sidewalk to existing texture FOR Nine Hundred fifty DOLLARS AND no CENTS Per Foundation	$950.00/UNIT	$1,900.00
20.	Foundation (SFK) 4 UNITS	Installation of foundation (SFK) including any conduits, material, debris removal, and restoration of sidewalk to existing texture. FOR One Thousand One Hundred Ten DOLLARS AND no CENTS Per Foundation	$1,110.00/UNIT	$4,440.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
21.	Foundation (MCF) 2 UNITS	Installation of foundation (MCF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture. FOR Nine Hundred fifty DOLLARS AND NO CENTS Per Foundation	$950.00/UNIT	$1,900.00
22.	Foundation (STF) 1 UNIT	Installation of foundation (STF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture. FOR Two Thousand Two Hundred DOLLARS AND NO CENTS Per Foundation	$2,200.00/UNIT	$2,200.00
23.	Foundation (SFT) 6 UNITS	Installation of foundation (SFT) including any conduits, material, debris removal, and restoration of sidewalk to existing texture FOR Five Hundred DOLLARS AND NO CENTS Per Foundation	$500.00/UNIT	$3,000.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
24.	Foundation (SPF) 10 UNITS	Installation of foundation (SPF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture. FOR Five Hundred DOLLARS AND NO CENTS Per Foundation	$500.00 /UNIT	$5,000.00
25.	Junction Box (JB) 6 UNITS	Installation of new 18 x 36 Junction Box (Cast in Place) including any conduits and restoration of sidewalk to existing texture FOR Six hundred Thirty DOLLARS AND NO CENTS Per Junction Box	$630.00 /UNIT	$3,780.00
26.	Junction Box (Frame) 10 UNITS	Installation of new 18 x 36 Junction Box frame to replace existing frame, and restoration of sidewalk to existing texture. FOR Three Hundred fifty DOLLARS AND NO CENTS Per Junction Box Frame	$350.00 /UNIT	$3,500.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
27.	500 Linear Feet	9"X20" Concrete Vertical Curb complete excavation, Re-installation and surface restoration FOR Twenty DOLLARS AND 00 CENTS Per Linear Foot	$20.00 /FT	$10,000.00
28.	500 Square Yard	4" Thick Concrete Sidewalk complete excavation, re-installation and surface restoration FOR Twenty DOLLARS AND 00 CENTS Per Square Yard	$20.00 /SY	$10,000.00
29.	Foundation Removal 6 UNITS	Foundation Removal to up to 1 Ft. (One Foot) below grade, including Removal and clearance of debris, and restoration of sidewalk to existing texture (P, SFT, SPF, SFK, MCF, STF, M, & OTHER TRAFFIC RELATED FOUNDATIONS) FOR Four Hundred DOLLARS AND 00 CENTS Per Unit	$400.00 UNIT	$2,400.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)

SUPPLY OF SPECIAL ITEMS (#30 TO #119) FOR EMERGENCY MAINTENANCE (EXCLUDING LABOR & EQUIPMENT)

VIDEO DETECTION

30. 5 Units — 1 Video Camera Detection System, with remote zoom & focus, including high sensitivity color imager, camera mounting bracket, cabinet mounting panel, min. 250 lf of field wire/cable, baluns & all material for complete installation (excluding removal of existing loop lead)

FOR Three Thousand four Hundred DOLLARS

AND ~~ZRO~~ CENTS (Per Unit) $3,400.00 UNIT $17,000.00

31. 0 Units — ITEM DELETED

32. 10 Units — 2 Video Camera Detection System, with remote zoom & focus, including high sensitivity color imager, camera mounting bracket, cabinet mounting panel, min. 250 lf of field wire/cable, baluns & all material for complete installation (excluding removal of existing loop lead)

FOR Six Thousand Five Hundred DOLLARS

AND ~~ZRO~~ CENTS (Per Unit) $6,500.00 UNIT $65,000.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
33.	5 Units	3 Video Camera Detection System, with remote zoom & focus, including high sensitivity color imager, camera mounting bracket, cabinet mounting panel, min. 250 lf of field wire/cable, baluns & all material for complete installation (excluding removal of existing loop lead) FOR Nine Thousand four hundred DOLLARS AND NO CENTS Per Unit	$9,400.00 UNIT	$47,000.00
34	5 Units	4 Video Camera Detection System, with remote zoom & focus, including high sensitivity color imager, camera mounting bracket, cabinet mounting panel, min. 250 lf of field wire/cable, baluns & all material for complete installation (excluding removal of existing loop lead) FOR Ten Thousand five Hundred DOLLARS AND NO CENTS Per Unit	$10,500.00 UNIT	$52,500.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
		TRAFFIC SIGNAL POLES, ARMS, ASSEMBLIES		
35.	2 POLES	Pole TYPE K w/cap FOR Eight Hundred Eighty Five DOLLARS AND no CENTS Per Pole	$885.00/UNIT	$1,770.00
36.	10 POLES	Pole TYPE T w/cap FOR Five Hundred Ninety Five DOLLARS AND no CENTS Per Pole	$595.00/UNIT	$5,950.00
37.	10 POLES	Pole TYPE Pedestal w/cap FOR Three Hundred Sixty DOLLARS AND no CENTS Per Pole	$360.00/UNIT	$3,600.00
38.	10 POLES	Pole TYPE Pedestal (10 FT FOR SQUARE SCREW-IN BASE) FOR Four Hundred DOLLARS AND no CENTS Per Pole	$400.00/UNIT	$4,000.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBER	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
39.	5 POLES	Pole TYPE Pedestal (14 FT FOR SQUARE SCREW-IN BASE) FOR Four Hundred DOLLARS AND no CENTS Per Pole	$400.00 /UNIT	$2,000.00
40.	10 BASES	Transformer Base TYPE K FOR Eight Hundred DOLLARS AND no CENTS Per Base	$800.00/UNIT	$8,000.00
41.	20 BASES	Transformer Base TYPE T FOR Four Hundred Sixty Five DOLLARS AND no CENTS Per Base	$465.00/UNIT	$9,300.00
42.	15 BASES	Transformer Base TYPE Pedestal (Square) FOR One Hundred Eighty DOLLARS AND no CENTS Per Base	$180.00/UNIT	$2,700.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
43.	7 ASSEMBLIES	Pole TYPE K with K Transformer Base & Anchor Bolts FOR One Thousand Five Hundred Ninety Five DOLLARS AND no CENTS Per Assembly	$1,595.00/UNIT	$11,165.00
44.	10 ASSEMBLIES	Pole TYPE T with TB/2 Transformer Base & Anchor Bolts FOR One Thousand Two Hundred DOLLARS AND no CENTS Per Assembly	$1,200.00/UNIT	$12,000.00
45.	10 ASSEMBLIES	Pole TYPE Pedestal with Pedestal Transformer Base & Anchor Bolts FOR Four Hundred Sixty DOLLARS AND no CENTS Per Assembly	$460.00 /UNIT	$4,600.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
46.	15 DOORS	Transformer Base Door, TYPE K (not included in Preventative Maintenance Replacement) FOR Fifty DOLLARS AND zero CENTS Per Door	$50.00 /UNIT	$750.00
47.	25 DOORS	Transformer Base Door, TYPE T (not included in Preventative Maintenance Replacement) FOR Fifty DOLLARS AND zero CENTS Per Door	$50.00 /UNIT	$1,250.00
48	15 DOORS	Transformer Base Door, TYPE Pedestal (not included in Preventative Maintenance Replacement) FOR Fifty DOLLARS AND zero CENTS Per Door	$50.00 /UNIT	$750.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
49.	2 ASSEMBLIES	TYPE 12 K Pole Mast Arm with Clamps FOR Nine Hundred Seventy Five DOLLARS AND zero CENTS Per Assembly	$975.00 /UNIT	$1,950.00
50.	2 ASSEMBLIES	TYPE 15 K Pole Mast Arm with Clamps FOR One Thousand One hundred fifty DOLLARS AND zero CENTS Per Assembly	$1,150.00/UNIT	$2,300.00
51.	2 ASSEMBLIES	TYPE 20 K Pole Mast Arm with Clamps FOR One Thousand Two Hundred DOLLARS AND zero CENTS Per Assembly	$1,200.00 UNIT	$2,400.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
52.	4 ASSEMBLIES	TYPE 25 K Pole Mast Arm with Clamps FOR One Thousand Five Hundred DOLLARS AND no CENTS Per Assembly	$1,500.00 /UNIT	$6,000.00
53.	4 ASSEMBLIES	TYPE 12 T Pole Mast Arm with Clamps FOR Seventy Hundred Eighty DOLLARS AND no CENTS Per Assembly	$780.00 /UNIT	$3,120.00
54.	4 ASSEMBLIES	TYPE 15 T Pole Mast Arm with Clamps FOR Seven Hundred Seventy Five DOLLARS AND no CENTS Per Assembly	$775.00 /UNIT	$3,100.00
55.	6 ASSEMBLIES	TYPE 20 T Pole Mast Arm with Clamps FOR Seven Hundred Ninety Five DOLLARS AND no CENTS Per Assembly	$795.00 /UNIT	$4,770.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
56.	20 UNITS	SLIP FITTERS FOR PEDESTAL POLES FOR One Hundred DOLLARS AND no CENTS Per Unit	$100.00 /UNIT	$2,000.00

SIGNAL ASSEMBLIES

57.	25 ASSEMBLIES	Traffic Signal Assembly – 12" w/LED Module & Visors, 3 Section(Red, Yellow, Green), Single (including truss hanger and all hardware & wiring to mount signals) FOR Five Hundred Fifty DOLLARS AND no CENTS Per Assembly	$550.00/UNIT	$13,750.00
58.	25 ASSEMBLIES	Traffic Signal Assembly – 12" w/LED Module & Visors, 3 Section(Red, Yellow, Green), Back to Back (including truss hanger and all hardware & wiring to mount signals) FOR Eight Hundred DOLLARS AND no CENTS Per Assembly	$800.00 /UNIT	$20,000.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
59.	15 ASSEMBLIES	Traffic Signal Assembly – 12" w/LED Module & Visors, 4 Section (R,Y,G,Bimodal), Single (including truss hanger and all hardware & wiring to mount signals) FOR Five Hundred Eighty DOLLARS AND NO CENTS Per Assembly	$580.00/UNIT	$8,700.00
60.	20 ASSEMBLIES	Traffic Signal Assembly – 12" w/LED Module & Visors, 4 Section (R,Y,G,Bimodal), Back to Back (including truss hanger and all hardware & wiring to mount signals) FOR Nine Hundred DOLLARS AND NO CENTS Per Assembly	$900.00/UNIT	$18,000.00
61.	15 ASSEMBLIES	Traffic Signal Assembly – 12" w/LED Module & Visors, 3 Section (Arrows), Single (including truss hanger and all hardware & wiring to mount signals) FOR Four Hundred Fifty DOLLARS AND NO CENTS Per Assembly	$450.00/UNIT	$6,750.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
62.	20 ASSEMBLIES	Traffic Signal Assembly – 12" w/LED Module & Visors, 3 Section (Arrows), Back to Back (including truss hanger and all hardware & wiring to mount signals) FOR Seven Hundred Fifty DOLLARS AND no CENTS Per Assembly	$750.00 UNIT	$15,000.00
63.	25 MODULES	Traffic Signal Module – 12" w/LED Dual Indication Arrow (Green/Yellow) FOR One Hundred Fifteen DOLLARS AND no CENTS Per Module	$115.00 /UNIT	$2,875.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
64.	25 ASSEMBLIES	Traffic Signal Assembly – 8" w/LED Module & Visors, 3 Section(Red, Yellow, Green), Single (including truss hanger and all hardware to mount signals)		
		FOR Four Hundred Twenty Six DOLLARS AND ZRO CENTS Per Assembly	$426.00/UNIT	$10,650.00
65.	25 ASSEMBLIES	Traffic Signal Assembly – 8" w/LED Module & Visors, 3 Section (Red, Yellow, Green), Back to Back (including truss hanger and all hardware to mount signals)		
		FOR Seven Hunched Fifty DOLLARS AND ZRO CENTS Per Assembly	$750.00/UNIT	$18,750.00
66.	25 MODULES	12" Vehicular Signal LED Module, Red Ball		
		FOR Seventy Five DOLLARS AND ZRO CENTS Per Module	$75.00 /UNIT	$1,875.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
67.	25 MODULES	12" Vehicular Signal LED Module, Yellow Ball FOR Seventy Five DOLLARS AND NO CENTS Per Module	$75.00 /UNIT	$1,875.00
68.	25 MODULES	12 " Vehicular Signal LED Module, Green Ball FOR Seventy Five DOLLARS AND NO CENTS Per Module	$75.00 /UNIT	$1,875.00
69.	25 MODULES	12 " Vehicular Signal LED Module, Red Arrow FOR Seventy Five DOLLARS AND NO CENTS Per Module	$75.00 /UNIT	$1,875.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
70.	25 MODULES	12 " Vehicular Signal LED Module, Yellow Arrow FOR Seventy Five DOLLARS AND Zero CENTS Per Module	$75.00 /UNIT	$1,875.00
71.	25 MODULES	12 " Vehicular Signal LED Module, Green Arrow FOR Seventy Five DOLLARS AND Zero CENTS Per Module	$75.00 /UNIT	$1,875.00
72.	25 MODULES	8" Vehicular Signal LED Module, Red FOR Seventy Five DOLLARS AND Zero CENTS Per Module	$75.00 /UNIT	$1,875.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
73.	25 MODULES	8" Vehicular Signal LED Module, Yellow FOR Seventy Five DOLLARS AND NO CENTS Per Module	$75.00 /UNIT	$1,875.00
74.	25 MODULES	8" Vehicular Signal LED Module, Green FOR Seventy Five DOLLARS AND NO CENTS Per Module	$75.00 /UNIT	$1,875.00
75.	30 UNITS	Universal Joint & Wire Outlet, Bronze FOR One Hundred Ninety DOLLARS AND NO CENTS Per Unit	$190.00/UNIT	$5,700.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
76.	25 BRACKETS	Traffic Signal Bracket – 1-Way FOR One Hundred Fifty DOLLARS AND no CENTS Per Bracket	$150.00/UNIT	$3,750.00
77.	25 BRACKETS	Traffic Signal Bracket – 2-Way FOR Three Hundred Forty DOLLARS AND no CENTS Per Bracket	$340.00/UNIT	$8,500.00
78.	10 BRACKETS	Traffic Signal Bracket – 3-Way FOR Four Hundred DOLLARS AND no CENTS Per Bracket	$400.00/UNIT	$4,000.00
79.	5 BRACKETS	Traffic Signal Bracket – 4-Way FOR Three Hundred Seventy DOLLARS AND no CENTS Per Bracket	$370.00/UNIT	$1,850.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
80.	25 VISORS	Traffic signal Visor (8") FOR Twenty Five DOLLARS AND zero CENTS Per Visor	$25.00 /UNIT	$625.00
81.	25 VISORS	Traffic signal Visor (12") FOR Thirty Five DOLLARS AND zero CENTS Per Visor	$35.00 /UNIT	$875.00
82.	30 ASSEMBLIES	Pedestrian Signal Assembly w/ LED Module (with assorted hardware to mount signal head) FOR Two hundred Seventy DOLLARS AND zero CENTS Per Assembly	$270.00 /UNIT	$8,100.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
83.	25 ASSEMBLIES	Pedestrian Signal Assembly w/ LED Module and Count Down Timer (with assorted hardware to mount signal head) FOR Four Hundred Eighty DOLLARS AND no CENTS Per Assembly	$480.00/UNIT	$12,000.00
84.	25 MODULES	Pedestrian Signal LED Module FOR Ninety Nine DOLLARS AND no CENTS Per Module	$99.00 /UNIT	$2,475.00
85.	25 MODULES	Pedestrian Signal LED Module with Countdown Timer FOR Two Hundred Fifty Four DOLLARS AND no CENTS Per Module	$254.00/UNIT	$6,350.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
86.	50 BRACKETS	Pedestrian Signal Bracket – Pole Mount FOR One Hundred Fifty DOLLARS AND Zero CENTS Per Bracket	$150.00 /UNIT	$7,500.00
87.	25 BRACKETS	Pedestrian Signal Bracket – Post Top Mount FOR Seventy Five DOLLARS AND Zero CENTS Per Bracket	$75.00 /UNIT	$1,875.00
88.	30 BRACKETS	Astro Bracket (3 Section) FOR One Hundred Fifty DOLLARS AND Zero CENTS Per Bracket	$150.00 /UNIT	$4,500.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
89.	30 BRACKETS	Astro Bracket (4 Section) FOR One Hundred Seventy-five DOLLARS AND no CENTS Per Bracket	$175.00 /UNIT	$5,250.00
90.	2 BRACKETS	Astro Bracket (For Dog House Signal) FOR Two Hundred fifty DOLLARS AND no CENTS Per Bracket	$250.00 /UNIT	$500.00
91.	100 ASSEMBLIES	Pedestrian Push Button and Sign Assembly (not included in Preventative Maintenance Replacement) FOR Eighty Two DOLLARS AND no CENTS Per Assembly	$82.00 /UNIT	$8,200.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
		CABLE		
92.	5,000LF	2 Conductor Signal Cable #14 AWG FOR One DOLLARS AND no CENTS Per Linear Foot	$1.00 /FT	$5,000.00
93.	5,000LF	7 Conductor Signal Cable #14 AWG FOR Three DOLLARS AND Sixty CENTS Per Linear Foot	$3.60 /FT	$18,000.00
94.	5,000LF	12 Conductor Signal Cable #14 AWG FOR Four DOLLARS AND no CENTS Per Linear Foot	$4.00 /FT	$20,000.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
95.	2,000LF	Shielded Communication Cable, 12 Pair, #19 AWG FOR One DOLLARS AND fifty CENTS Per Linear Foot	$1.50 /FT	$3,000.00
96.	2,000LF	5/16" Diameter Suspension Strand FOR Zero DOLLARS AND Forty CENTS Per Linear Foot	$ .40 /FT	$800.00
97.	3,000LF	Video Detection Cable FOR One DOLLARS AND Fifty CENTS Per Linear Foot	$1.50 /FT	$4,500.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
98.	0 LF	ITEM DELETED		
99.	1,000LF	Ground Conductor (Bare) Cable #6 AWG FOR One DOLLARS AND no CENTS Per Linear Foot	$1.00 /FT	$1,000.00
100.	5 CASES (144/CASE)	67 Watts Incandescent Lamps FOR Five Hundred DOLLARS AND no CENTS Per Case	$500.00 /CASE	$2,500.00
101.	6 CASES	3M Signal Bulb (Par – 150 Watt) FOR Three Hundred Sixty four DOLLARS AND no CENTS Per Case	$364.00 CASE	$2,184.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
		CONTROLLER CABINET		
102.	5 CABINETS	Meter Cabinet Type M (Complete 4 Phase) FOR One Thousand Two Hundred DOLLARS AND zero CENTS Per Cabinet	$1,200.00/UNIT	$6,000.00
103.	5 CABINET SHELLS	8 Phase NEMA TYPE P CABINET SHELL FOR One Thousand Four Hundred DOLLARS AND zero CENTS Per Cabinet Shell	$1,400.00 CABINET SHELL	$7,000.00
104.	5 ASSEMBLIES	Controller Cabinet Assembly 8 Phase NEMA with Detector Racks & NAZTEC D Panel (Complete with controller) OR EQUAL FOR Eleven Thousand One Hundred Fifty DOLLARS AND zero CENTS Per Assembly	$11,150.00 ASSEMBLY	$55,750.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
105.	20 CONTROLLERS	**Traffic Controller, NAZTEC 981 TS2 Type 2 Master/Local Controller w/EEPROM Mod. & Internal 9600 FSK TS2 Modem OR EQUAL** FOR Two Thousand Two Hundred DOLLARS AND no CENTS Per Controller	no /CONTROLLER	$44,000.00
106	5 CONTROLLERS	**NAZTEC 980 TS2 MASTER CONTROLLER OR EQUAL** FOR Two Thousand Two Hundred DOLLARS AND no CENTS Per Controller	$2,200.00/CONTROLLER	$11,000.00
107.	30 MONITORS	**Conflict Monitor** FOR Eight Hundred fifty DOLLARS AND no CENTS Per Monitor	$850.00/MONITOR	$25,500.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
108.	10 ASSEMBLIES	**Loop Amplifier Assembly, Four Channel** FOR Three Hundred fifty DOLLARS AND Uno CENTS Per Assembly	$350.00/ASSEMBLY	$3,500.00
109.	100 UNITS	**Load Pack Unit** FOR Forty DOLLARS AND Uno CENTS Per Unit	$40.00 /UNIT	$4,000.00
110.	50 UNITS	**Flasher Pack Unit** FOR Forty DOLLARS AND Uno CENTS Per Unit	$40.00 /UNIT	$2,000.00
111.	10 SWITCHES	**Mercury Switch** FOR Seventy DOLLARS AND Uno CENTS Per Switch	$70.00 /UNIT	$700.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
112.	30 SWITCHES	Transfer Relays FOR Forty DOLLARS AND no CENTS Per Switch	$40.00 /UNIT	$1,200.00
113.	5 BRACKETS	Upper Bracket for School Flashing Beacons (6061-T6 powder coated aluminum) FOR Seventy Five DOLLARS AND no CENTS Per Bracket	$75.00/UNIT	$375.00
114.	5 BRACKETS	Lower Bracket for School Flashing Beacons (6061-T6 powder coated aluminum) FOR Seventy Five DOLLARS AND no CENTS Per Bracket	$75.00/UNIT	$375.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
115.	5 ASSEMBLY	Cell Phone Programmable Solar Panel Assembly for School Flashing Beacons (equipped with system controls, batteries and SMS & FTP messaging capability) (Solar Panels: 4.5W, 6V, 765mA; Sealed Lead Acid Battery; 25 Ah, 2V, BC Cell) FOR Five Thousand DOLLARS AND no CENTS Per Assembly	$5,000.00 ASSEMBLY	$25,000.00
116.	20 SETS (4/SET)	Set of 4 (2Volt) Batteries for Programmable Solar Panel Assembly for School Flashing Beacons (Sealed Lead Acid Battery: 25 Ah, 2V, BC Cell) FOR Two Hundred Ninety Five DOLLARS AND no CENTS Per Set	$295.00 /SET	$5,900.00
117.	500 SQUARE FEET	Suspended Street Name Signs with Mounting Brackets Double Sided with 3M reflective reverse green/white screening & bordered Dimensions 18"(min.) x 48" with increments of 6 "(maximum 60") Blade thickness minimum 5/16" Aluminum Letters 10" Street name 5" Street designation (abbreviated & raised) Only first alphabet in upper case lettering and no punctuations FOR Forty Five DOLLARS AND no CENTS Per Square Foot	$45.00 /SF	$22,500.00

BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
118.	100 KITS	3M Splice Kits FOR Thirty DOLLARS AND zero CENTS Per Kit	$30.00 /KIT	$3,000.00
119.	100 SECTIONS	Traffic Safety Chain w/ SS Bolts & Nuts FOR Thirty Five DOLLARS AND zero CENTS Per Section	$35.00/SECTION	$3,500.00
		APPLICATION OF THERMOPLASTIC PAVEMENT MARKINGS (AS AND WHEN REQUIRED)		
120.	10,000 LINEAR FEET	4 inch thermoplastic pavement marking (LABOR & EQUIPMENT INCLUDED) FOR zero DOLLARS AND Seventy Five CENTS Per Linear Foot	$.75 /FT	$7,500.00

Gross Sum of Total Bid written in words One Million Five hundred Seventy Two Thousand Three Hundred Seventy Nine Dollars and no Cents

Gross Sum of	DOLLARS	CENTS
Total Bid written in figures	$1,572,379,	00

CONTRACTOR Jen Electric, Inc.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	JEN ELECTRIC, INC.
Trade Name:	
Address:	631 MORRIS AVENUE SPRINGFIELD, NJ 07081
Certificate Number:	1083561
Date of Issuance:	December 27, 2004

For Office Use Only:
20041227112045880

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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Jennifer Daidone/President
Representative's Signature: Jennifer Daidone
Name of Company: Jen Electric, Inc.
Tel. No.: 973-467-4901 Date: Nov. 30, 2016

JEN ELECTRIC INC.
TRAFFIC SYSTEMS SPECIALISTS
N.J.P.E.# 39919 & N.J.E.L.# 15196

November 30, 2016

Local Union: IBEW Local Union #164

RE: Traffic Signals and School Zone Flashing Beacon, Jersey City, NJ

This company is about to enter into a contract with the City of Jeresy City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of 20% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

Jennifer Daidone

President

Tel. 973.467.4901 • Fax 973.467.4902 • 631 Morris Ave. Springfield, NJ 07081

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 : Jen Electric, Inc.

Address : 631 Morris Ave. Springfield, NJ 07081

Telephone No. : 973-467-4901

Contact Name: Jennifer Daidone

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority & Woman Owned Business (MWBE)

X 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

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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 : Jen Electric, Inc.

Address : 631 Morris Ave Springfield, NJ 07081

Telephone No. : 973-467-4901

Contact Name: Jennifer Daidone

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority & Woman Owned Business (MWBE)

X Woman Owned business (WBE)

____ Neither

Definitions:

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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

Form MWBE 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
Office of Equal Opportunity/Affirmative Action

Project: 2016 Maintenance & Repair of Traffic Signals & School Zone Beacons # 16-003T

Contractor: Jen Electric, Inc. Bid Amt. $ 1,572,379.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
NONE				

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 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

Form MWBE 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
Office of Equal Opportunity/Affirmative Action

Project: 2016 Maintenance & Repair of Traffic Signals & School Zone Beacons # 16-003T

Contractor: Jen Electric, Inc. Bid Amt. $ 1,572,379.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
NONE				

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 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project 2016 Maintenance & Repair of Traffic Signals & School Zone Beacons

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx $ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
NONE					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Jen Electric, Inc as an equal opportunity employer and makes every effort to hire qualified minority people if needed

Name of Contractor Jen Electric Inc.

By: Signature Jennifer Daidone

Type or print name/title: Jennifer Daidone President

Telephone No: 973-467-4901 Date Nov. 30, 2016

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By_____ Date: _____

MWBE Page 3 Project 2016 Maintenance & Repair of Traffic Signals & School Zone Beacons

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 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 Owned Business Check appropriate column		
			Minority	Woman	Neither
NONE					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Jen Electric, Inc. an an equal opportunity employer and makes every effort to higher qualified minority people if needed

Name of Contractor Jen Electric, Inc

By: Signature Jennifer Daidone

Type or print name/title: Jennifer Daidone President

Telephone No: 973-467-4901 Date Nov 30, 2016

.....

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By_____ Date: _____

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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Jen Electric, Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding January 1, 2017 (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 Jen Electric, 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: Jen Electric, Inc.

Signed Jennifer Daidone Title: President

Print Name Jennifer Daidone Date: Nov. 30, 2016

Subscribed and sworn before me
this 30th day of Nov, 2016.
My Commission expires:

Frank D. Dobiszewski

FRANK D. DOBISZEWSKI
NOTARY PUBLIC, STATE OF NEW JERSEY
My Commission Expires April 30, 2018

Jennifer Daidone
(Affiant)

Jennifer Daidone 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.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <*name of business entity*> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <*name of entity of elected officials*> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

Steven Fulop for Mayor 2017	**Hallanan for Council**
Lavarro for Councilman	**Friends of Richard Boggiano**
Friends of Joyce Watterman	**Michael Yun**
Friends of Daniel Rivera	**Osborne for Council**
Gajewski for Council	**Friends of Councilwoman Diane Coleman**

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Jennifer Daidone	40 wood Rd Morristown ship, NJ 07960

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: Jen Electric, Inc.

Signed: Jennifer Daidone Title: President

Print Name: Jennifer Daidone Date: Nov 30, 2016

Subscribed and sworn before me this 30th day of November, 2016

My Commission expires: Frank D. Dobiszewski

Jennifer Daidone (Affiant)

Jennifer Daidone / President (Print name & title of affiant) (Corporate Seal)

FRANK D. DOBISZEWSKI
NOTARY PUBLIC, STATE OF NEW JERSEY
My Commission Expires April 30, 2018

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:	Jen Electric, Inc		
Address:	631 Morris Avenue		
City: Springfield	State: NJ	Zip: 07081	

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.

Jennifer Daidone	Jennifer Daidone	President
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
			$

☐ 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. 16.822

Agenda No. 10.Z.6

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO ACME AUTO LEASING LLC FOR THE (4) YEAR LEASE OF (24) INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE COOPERATIVE PURCHASING ALLIANCE

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to make purchases and contract for services through the use of a cooperative purchasing agreement; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, The Cooperative Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the City of Jersey City ("City") needs to lease vehicles for the Division of Police;

WHEREAS, Resolution 15.111 approved on February 10, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with The National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the City wishes to lease (24) interceptor vehicles from ACME Auto Leasing LLC, 440 Washington Avenue, North Haven, Connecticut 06473 who is in possession of contract 05-16; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable.

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

1. A contract is awarded to ACME Auto Leasing LLC for the lease of (24) vehicles.

2. This contract is awarded for a period of four (4) years commencing December 15, 2016 through December 15, 2020.

3. The annual contract amount is $241,920.00.

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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.;

5. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in 2017 fiscal year budget and subsequent fiscal year budgets.

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.822

Agenda No. 10.Z.6 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO ACME AUTO LEASING LLC FOR THE (4) YEAR LEASE OF (24) INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE COOPERATIVE PURCHASING ALLIANCE

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O.	Total Contract	Encumbrance
01-201-25-240-403	123276	$967,680.00	$241,920.00

APPROVED: _____ December 5, 2016

Peter Folgado, Director of Purchasing, QPA, RPPO — Date

PF/pv
12/5/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

R.R. 12-7-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

822

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO ACME AUTO LEASING LLC FOR THE (4) YEAR LEASE OF (24) INTERCEPTOR VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE THROUGH THE COOPERATIVE PURCHASING ALLIANCE

Initiator

Department/Division	Public Safety (Police)	
Name/Title	James Shea/Public Safety Director	
Phone/email	201-547-4264	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Bringing the Police Cruiser fleet up to requirement by replacing 24 Police Cruisers with 24 newly leased Police Cruisers due to high mileage. Leasing these vehicles will ensure the department that the fleet will be replaced every 4 years and will reduce maintenance costs.

I certify that all the facts presented herein are accurate.

Jerome Cole — 12/8/16

Signature of Department Director — **Date**

Signature of Purchasing Director — **Date**

NCPA
National Cooperative Purchasing Alliance

Acme Auto Leasing

Website: http://www.acmeautoleasing.com

Overview

Acme Auto Leasing has been leasing vehicles and equipment to government agencies since 1982. In that time, we have developed a dealer network that enables us to provide local service to federal, state and local agencies throughout the United States. We have worked with agencies that required one vehicle and other agencies that have required thousands of vehicles. All government agencies get the same service, regardless of the fleet requirements. We have two GSA Schedule contracts. We have numerous state and co-op contracts. We work closely with the manufacturers so as to find each agency the lowest vehicle costs available.

Acme is based in North Haven, CT and has offices in Baltimore, MD and Orlando, FL.

We offer municipal lease financing as well as open and closed-end leasing. We will develop a lease program that meets the budget and vehicle/equipment needs of the agency. We offer alternative fuel vehicles and have the ability to utilize federal tax credits, which results in lower lease costs for the government agency.

Contract Info

Awarded Vendor:
Acme Auto Leasing

Contract Awarded:
Vehicle Leasing

Contract Number:
05-16

Lead Agency:
Region 14 ESC

Contract Term:
3 year term, April 11, 2016 to April 30, 2019
**Option to renew for two (2) additional one (1) year periods.*

Due Diligence

P/S Police

VEHICLE/EQUIPMENT LEASE QUOTE

Acme Auto Leasing, LLC
Leasing to Government Agencies since 1982

440 Washington Avenue North Haven, CT 06473 800-242-7767

Bob Crowe
Tel: 407-456-1561
Fax: 203-234-6858
Email: bcrowe@acmeautoleasing.com

Joanne Cornier
Tel: 407-353-0728
Fax: 203-234-6858
Email: jcornier@acmeautoleasing.com

Prepared For: Jersey City, NJ

Solicitation #:

Attention: Hector Ortiz, Fleet
Louis Strikowsky, Buyer

Date Prepared: 11/21/16

Model Year: 2017
Excess Mileage: N/A
Payment Terms: Net 30

Vehicle Make	Vehicle Model	Quantity	Purchase Price Per Vehicle	Upfitting Price Per Vehicle	Total Price Per Vehicle	48 Months Monthly Lease Price Per Vehicle	Total Annual Cost 12 Months 24 Vehicles	Total Cost 48 Months 24 Vehicles
Ford	Police Interceptor	24	$ 25,671.00	$ 9,956.93	$ 35,627.93	$ 840.00	$ 241,920.00	$ 967,680.00

241,920 P/yr.
20,160 P/m

Notes:

1. See attached Upfitting specs

General Terms and Conditions:

1. Lease payments are based on an Open-end lease with fixed advance payment for new, 2017 model year vehicles for term selected and are valid for 30 days.
2. Lease Rates are based on a $1.00 Buyout at lease termination.
3. Lease Rates are contingent on customer receiving credit approval and no credit event taking place before vehicles are delivered and funded.
4. Fuel and lubricants, insurance, licensing, maintenance, registration and taxes are to be provided be Lessee, unless otherwise noted. Any costs to perform additional services or to provide additional items are not included in the lease prices quoted herein.
5. Rates are based on term of commitment, as priced above.
6. **DUNS Number:** 96-5128929; **TIN:** 06-1425257; **Cage Code:** 0TT50
7. **GSA Contract Number:** GS-30F-00051; **TXMAS Contract Number:** TXMAS3-7501; **H-GAC Contract Number:** VL04-16-15; **NCPA Contract Number:** 05-16

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

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): Megan Supio Operations

Representative's Signature: Megan Supio

Name of Company: Acme Auto Leasing LLC

Tel. No.: 203 234 6850 **Date:** 12/2/16

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ACME AUTO LEASING LLC
Trade Name:	
Address:	440 WASHINGTON AVE NORTH HAVEN, CT 06473-1311
Certificate Number:	1043514
Effective Date:	February 17, 2004
Date of Issuance:	December 02, 2016

For Office Use Only:

20161202161434073

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

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

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 11-26-16 TO 12-3-16

NAME OF FACILITY: Acme Auto Leasing LLC

440 Washington Ave (Street) North Haven (City) New Haven (County) Ct (State) 06473 (Zip Code)

JOB CATAGORIES	MALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	FEMALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	3					1						2
PROFESSIONALS	1											
TECHNICIANS	14	2	1			8						2
SALES WORKERS						5						1
OFFICE & CLERICAL						2						10
CRAFTWORKERS												
OPERATIVES												
LABORERS	2	1				1						
SERVICE WORKERS												
TOTAL												

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

NAME OF PERSON COMPLETING FORM (Print or Type). SIGNATURE Megan Scipio DATE SUBMITTED 12-5-16

LAST Scipio FIRST Megan MI

440 Washington Ave (ADDRESS (NO. & STREET)) North Haven (CITY) Ct (STATE) 06473 (ZIP) 203-234-6850 (PHONE (AREA CODE, NO., EXTENSION))

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Megan Supio Operations
Representative's Signature: Megan Supio
Name of Company: Prime Photo Vulsing LLC
Tel. No.: 203 234-6850 **Date:** 12-5-16

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: Acme Auto Leasing LLC

Address: 440 Washington Ave North Haven Ct 06473

Telephone No.: 203-234-6850

Contact Name: Erin Matuno

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

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: Acme Auto Leasing
Signed: [signature] Title: CFO
Print Name: Erin Hatun Date: 12/2/2016

Subscribed and sworn before me this 2 day of December, 2016

My Commission expires: 3/31/2021

[signature] (Affiant)

Rosa Hill Notary (Print name & title of affiant) (Corporate Seal)
expires 3/31/2021

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:	Acme Auto Leasing
Address:	440 Washington Ave
City: North Haven	State: CT Zip: 06473

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.

Signature	Printed Name	Title
Erin Hatuo	Erin Hatuo	VP

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
			$

☐ 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. 16.823

Agenda No. 10.Z.7

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE PURCHASE OF CARBON BLACK FROM CDW-G UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the existing Enterprise Virus Software is inadequate and needs to be replaced to avoid network intrusions and cyber-attacks; 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 $40,000.00; and

WHEREAS, CDW-G 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 is in possession of State Approved ESCNJ #65MCESCCPS, submitted a quote in the amount of $58,772.50 for the software; and

WHEREAS, funds are available for this contract in **Public Safety Capital Fund;**

Account	P.O. #	State Contract	Total Contract
04-215-55-132-990	123230	#65MCESCCPS	$58,772.50

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

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

1. A contract is awarded to CDW-G, for Carbon Black Software for the Department of Public Safety (Communications & Technology).

2. The total contract amount is $58,772.50.

3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.

4. Upon certification by an official or employee of the City authorized to receive the equipment 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.

5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.823

Agenda No. 10.Z.7 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE PURCHASE OF CARBON BLACK FROM CDW-G UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-132-990	123230	#65MCESCCPS	$58,772.50

Approved by _____ November 30, 2016

APPROVED: Jeremy Cole

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

B.R 12-5-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PURCHASE OF CARBON BLACK FROM CDW-G UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY)

Initiator

Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Purchase of Cyber Software for the protection of the Public Safety network.

I certify that all the facts presented herein are accurate.

Jerome Cole 12/2/16

Signature of Department Director **Date**

Signature of Purchasing Director **Date**

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR BOB BAKER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HMDS346	10/31/2016	CARBON BLACK	12332742	$58,772.50

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cb Protection - subscription license (1 year) Mfg. Part#: CDW-B9-WIN-DTP-STD-1Y-T1 UNSPSC: 43233205 Annual subscription license for Cb Protection per Windows desktop/ laptop with standard maintenance & support. Volume tier 100 - 999. Includes Cb Collective Defense Cloud. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)	500	4302215	$27.50	$13,750.00
CARBONBLACK PROT SVR L+M 1Y T1 Mfg. Part#: CDW-B9-WIN-SRV-STD-1Y-T1 Annual subscription license for Cb Protection per Windows server with standard maintenance & support. Volume tier 100 - 999. Includes Cb Collective Defense Cloud. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)	100	4302219	$135.00	$13,500.00
CARBONBLACK RESP MGT SVR L+M 1Y T1 Mfg. Part#: CDW-CB-WIN-SRV-STD-1Y-T1 Annual subscription license for Cb Response with on premise management console per Windows server with standard maintenance & support. Volume tier 100 - 999. Includes Cb Collective Defense Cloud. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)	100	4302230	$15.25	$1,525.00
CARBONBLACK RESP MGT L+M 1Y T1 Mfg. Part#: CDW-CB-WIN-DTP-STD-1Y-T1 Annual subscription license for Cb Response with on premise management console per Windows desktop/laptop with standard maintenance & support. Volume tier 100 - 999. Includes Cb Collective Defense Cloud. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)	500	4302226	$15.25	$7,625.00
CARBON BLACK PRO SVCS QUICK START Mfg. Part#: CDW-CB-PS-QS-3K30 Professional services for no more than 3,000 Cb Response licenses (on premise management console) with up	1	4346510	$4,275.00	$4,275.00

QUOTE DETAILS (CONT.)				
to 30 days of data retention in accordance with the fixed-fee Quick Start Package Agreement. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)				
CARBONBLACK PRO SVCS QUICK START Mfg. Part#: CDW-B9-PS-QS-DTP-WML500 Professional services for customers procuring no more than 500 licenses of Cb Protection for Windows/Mac/Linux desktops/laptops in accordance with Carbon Black's fixedfee offering as defined in the Quick Start Package Agreement. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)	1	4352740	$9,405.00	$9,405.00
CARBON BLACK PRO SVCS QUICK START Mfg. Part#: CDW-B9-PS-QS-SRV-WML100 Professional services for customers procuring no more than 100 licenses of Cb Protection for Windows/Mac/Linux server in accordance with Carbon Black's fixed-fee offering as defined in the Quick Start Package Agreement. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)	1	4351442	$5,130.00	$5,130.00
CARBON BLACK ADMIN TRAINING CLASS Mfg. Part#: CDW-B9-TRN-ID-BV-1 Cb Protection ADMINISTRATOR training class, VIRTUAL, PUBLIC delivery for 1 attendee. No prerequisite course. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)	1	4302208	$2,375.00	$2,375.00
CARBON BLACK ADMIN TRNG CLASS Mfg. Part#: CDW-CB-TRN-ID-BV-1 Cb Response ADMINISTRATOR training class, VIRTUAL, PUBLIC delivery for 1 attendee. Electronic distribution - NO MEDIA Contract: ESCNJ State Approved Cooperative CO-OP #65MCESCCPS (15/16-11)	1	4302246	$1,187.50	$1,187.50

PURCHASER BILLING INFO		
Billing Address: PUBLIC SAFETY COMM. CENTER ACCTS PAYABLE 73-85 BISHOP ST **ORIG. VOUCHER REQ.** JERSEY CITY, NJ 07304 **Phone:** (201) 111-1111 **Payment Terms:** Net 30 Days-Govt State/Local	**SUBTOTAL**	$58,772.50
	SHIPPING	$0.00
	GRAND TOTAL	**$58,772.50**
DELIVER TO	**Please remit payments to:**	
Shipping Address: JERSEY CITY PUBLIC SAFETY COMM CENT BOB BAKER 73-85 BISHOP ST JERSEY CITY, NJ 07304 **Shipping Method:** ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

Dave Norinsky | (866) 743-3903 | davnor@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Statement of Diversity for CDW LLC and Subsidiaries

The Company is an equal opportunity employer that values diversity. We commit to our coworkers, applicants and community to have job opportunities open to everyone equally.

It is the policy and practice of CDW not to discriminate against any coworker or applicant on hiring decisions or career advancement because of race, color, religion national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, status as a disabled veteran, veteran of the Vietnam Era, or any other characteristic protected by law. This policy includes but is not limited to the following:

A. Employment of applicants who possess necessary skills, education, and experience.
B. Promotion, demotion, transfer, layoff, return from layoff, termination, rates of pay and other forms of compensation, social and recreation programs, advertising or soliciting for employment.
C. Training during employment and selection for training and apprenticeship.

In addition to a commitment to provide equal employment opportunities to all individuals regardless of race, color, religion national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, status as a disabled veteran, veteran of the Vietnam Era, or any other characteristic protected by law, we will endeavor to employ and advance qualified people from minority and female groups.

The Company and I as its Chief Executive Officer are committed to full implementation of this policy. Dennis Berger, Senior Vice President, Coworker Services has been designated to serve as the EEO Officer for this facility, and is responsible for the implementation of this program and the establishment of reporting and monitoring of procedures associated with its operation. Anyone wishing to view the Affirmative Action Plan covering individuals with disabilities and veterans should contact Dennis Berger, Senior Vice President, Coworker Services at the Corporate Headquarters office during normal working hours. If you are an individual with a disability or a veteran and would like to be included under CDW's affirmative action program, please tell us. You may inform us now or at any time in the future.

Thomas Richards
Chief Executive Officer

Dennis Berger
Senior Vice President, Coworker Services

[redacted]

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1:1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2014 to 15-MAR-2017

CDW GOVERNMENT, LLC
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS. IL 60061
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	April 25, 2011

For Office Use Only:

20110425105752138

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

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): Matt Flood, Proposals Supervisor

Representative's Signature: _____

Name of Company: CDW Government LLC

Tel. No.: 800-808-4239 **Date:** 11.30.2016

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 CDW Government LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 11.15.2016 (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 CDW Government LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: CDW Government LLC

Signed _____ Title: Proposals Supervisor

Print Name Matt Flood Date: 11.15.2016

Subscribed and sworn before me
this 15 day of November 2016
My Commission expires:

Matt Lutheran
(Affiant)

Matt Lutheran
(Print name & title of affiant) (Corporate Seal)

MATTHEW LUTHERAN
Notary Public
Connecticut
My Comm. Expires August 31, 2019

**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.

G:\WPDOCS\JRENE\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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).

Steven Fulop for Mayor 2017	**Hallanan for Council**
Lavarro for Councilman	**Friends of Richard Boggiano**
Friends of Joyce Watterman	**Michael Yun**
Friends of Daniel Rivera	**Osborne for Council**
Gajewski for Council	**Friends of Councilwoman Diane Coleman**

Part II – Ownership Disclosure Certification

[X] 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 [X] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
None - No stockholder owns more than 10%	

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: CDW GOVERNMENT LLC

Signed: [signature] Title: Proposals Supervisor

Print Name: Matt Flood Date: 11.15.2016

Subscribed and sworn before me this 15 day of November, 2016

[signature]

(Affiant)

My Commission expires:

MATTHEW LUTHERAN
Notary Public
Connecticut
Comm. Expires August 31, 2019

Matt Lutheran, Notary Public

(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:	CDW Government LLC		
Address:	230 N. Milwaukee Avenue		
City:	Vernon Hills	State: IL	Zip: 60061

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.

	Matt Flood	Proposals Supervisor
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
			$

☐ Check here if the information is continued on subsequent page(s)

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: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 15 day of November, 2016

(Notary Public)

My Commission expires:

MATTHEW LUTHERAN
Notary Public
Connecticut
Comm. Expires August 31, 2019

(Affiant)

Matt Flood, Proposals Supervisor
(Print name & title of affiant)

(Corporate Seal)

200 N. Milwaukee Ave.
Vernon Hills, IL 60061
CDW.com

January 1, 2016

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CDW LLC

2 Business name/disregarded entity name, if different from above
CDW Government LLC, CDW Government, CDWG

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
230 N Milwaukee Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Vernon Hills, IL 60061

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 01/02/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Statement of Diversity for CDW LLC and Subsidiaries

The Company is an equal opportunity employer that values diversity. We commit to our coworkers, applicants and community to have job opportunities open to everyone equally.

It is the policy and practice of CDW not to discriminate against any coworker or applicant on hiring decisions or career advancement because of race, color, religion national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, status as a disabled veteran, veteran of the Vietnam Era, or any other characteristic protected by law. This policy includes but is not limited to the following:

A. Employment of applicants who possess necessary skills, education, and experience.
B. Promotion, demotion, transfer, layoff, return from layoff, termination, rates of pay and other forms of compensation, social and recreation programs, advertising or soliciting for employment.
C. Training during employment and selection for training and apprenticeship.

In addition to a commitment to provide equal employment opportunities to all individuals regardless of race, color, religion national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, status as a disabled veteran, veteran of the Vietnam Era, or any other characteristic protected by law, we will endeavor to employ and advance qualified people from minority and female groups.

The Company and I as its Chief Executive Officer are committed to full implementation of this policy. Dennis Berger, Senior Vice President, Coworker Services has been designated to serve as the EEO Officer for this facility, and is responsible for the implementation of this program and the establishment of reporting and monitoring of procedures associated with its operation. Anyone wishing to view the Affirmative Action Plan covering individuals with disabilities and veterans should contact Dennis Berger, Senior Vice President, Coworker Services at the Corporate Headquarters office during normal working hours. If you are an individual with a disability or a veteran and would like to be included under CDW's affirmative action program, please tell us. You may inform us now or at any time in the future.

Thomas Richards
Chief Executive Officer

Dennis Berger
Senior Vice President, Coworker Services

[redacted]

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2014 to 15-MAR-2017

CDW GOVERNMENT, LLC
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	April 25, 2011

For Office Use Only:

20110425105752138

Peter Folgado, Director of Purchasing Date
RPPO, QPA

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

City Clerk File No. Res. 16.824

Agenda No. 10.Z.8

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MORPHOTRAK, INC. FOR THE PURCHASE AND INTEGRATION OF THE LIVESCAN IDENTIFICATION SYSTEMS FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE DIVISION)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Safety, Division of Police need to purchase the LiveScan Identification Systems to capture fingerprint and mug shot images; 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 $40,000.00; and

WHEREAS, MorphoTrak, Inc., 5515 East La Palma Avenue, Anaheim, California 92708 is in possession of State Contract No. A81520, and submitted a proposal in the amount of Sixty One Thousand, Two Hundred Thirty Three Dollars and Forty Six Cents ($61,233.46) for the purchase and integration of the LiveScan Identification Systems; and

WHEREAS, funds are available for this contract in accounts;

Acct #	P.O. #	State Contract	Amount
01-201-25-240-310	123254	A81520	$30,616.73
16-286-56-000-801	123255	A81520	$30,616.73
		Total	**$61,233.46**

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

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

1. A contract in the amount of $61,233.46 is awarded to MorphoTrak, Inc. for the purchase and integration of the LiveScan Identification Systems.

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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.

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.824

Agenda No. 10:Z 8 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MORPHOTRAK, INC. FOR THE PURCHASE AND INTEGRATION OF THE LIVESCAN IDENTIFICATION SYSTEMS FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE DIVISION)

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in accounts;

Acct #	P.O. #	State Contract	Amount
01-201-25-240-310	123254	A81520	$30,616.73
16-286-56-000-801	123255	A81520	$30,616.73
		Total	**$61,233.46**

Approved by _____ 12/5/16

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/
12/2/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

R.R 12-6-16

Certification Required ☒

Not Required ☐

APPROVED 9-0 12.14.16

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MORPHOTRAK INC. FOR THE PURCHASE OF LIVE SCAN SYSTEM UNDER STATE OR GSA CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

Project Manager

Department/Division	**Police Department**	**Fiscal**
Name/Title	**Lt. Stephen Trowbridge**	**Street Crimes Commander**
Phone/email	**201-547-6911**	**strowbridge@njjcps.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Purchase of Live Scan machine for the Street Crimes Unit.

Cost (Identify all sources and amounts)

$30,616.73
Account # 16-286-56-000-801

Contract term (include all proposed renewals)

One Time Purchase

Type of award **State or GSA Contract**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

11/22/2016
Date

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MORPHOTRAK, LLC
Trade Name:	
Address:	5515 E LA PALMA AVE STE 100 ANAHEIM, CA 92807-2116
Certificate Number:	2070215
Effective Date:	September 01, 2016
Date of Issuance:	December 02, 2016

For Office Use Only:

20161202160738308

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MORPHOTRAK, LLC
Trade Name:	
Address:	5515 E LA PALMA AVE STE 100 ANAHEIM, CA 92807-2116
Certificate Number:	2070215
Effective Date:	September 01, 2016
Date of Issuance:	December 02, 2016

For Office Use Only:

20161202160738308

SAFRAN
MorphoTrak

5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

September 1, 2016

State of New Jersey
Trusted Identification
Partner for 27 Years

Officer Humen
Jersey City Police Department
282 Central Avenue
Jersey City, NJ
Tel: (201) 547-5440
Email: dhumen@NJJCPS.ORG

Reference No. MTNJ-L101916-01C

Dear Officer Humen:

MorphoTrak is pleased to provide Jersey City Police Department with the following proposal for MorphoTrak LiveScan Systems. Since 1989, MorphoTrak has been the State of New Jersey AFIS provider. In 2012, MorphoTrak was awarded the State of New Jersey Livescan Contract # A81620.

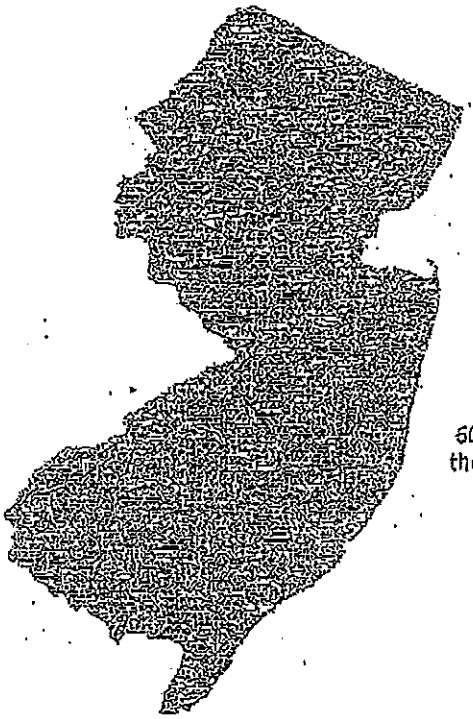
Please note the purchase price of all livescan configurations includes on-site installation, training, three (3) years of next-day on-site support with corrective maintenance and parts replacement.

MorphoTrak's fully integrated LiveScan solution provides Jersey City Police Department the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- Integrated Palmprint Capture ensures compliance with the Federal Sex Offender Registry and Notification Act (SORNA)
- Digital image capture of upper, lower and writer's palms, slaps and rolls
- Fingerprinting and mugshot capture seamlessly integrated into the same interface
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- Full compliance with New Jersey State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST Image standards
- All livescan configurations includes on-site installation and training
- Purchase price includes 3 years of next-day on-site support and parts replacement
- Eliminate all RFP associated costs by purchasing livescan system off the State of New Jersey State Contract

61,233.46

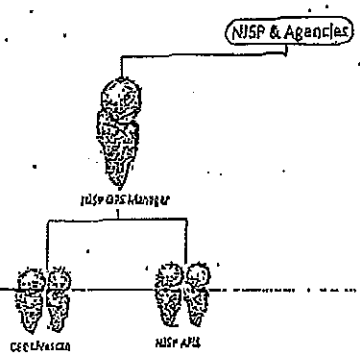
State of New Jersey, Trusted Identification Partner for 27 Years



MorphoTrak has been the sole provider of the AFIS System in place at the New Jersey State Police since 1989. MorphoTrak is the only vendor who can deliver a Livescan system that is 100% compatible with the NJSP system. In fact, MorphoTrak Livescan systems use the same AFIS quality checking algorithms to ensure Jersey City Police Department can submit the highest-quality prints to NJSP and FBI IAFIS/NGI.

Figure 1 shows a map of the state of New Jersey with MorphoTrak Livescan installations.

600+ MorphoTrak Livescans Installed in the State of New Jersey



MorphoTrak's *In-State Support Organization* is dedicated solely to the support of New Jersey customers. Our Organization includes both a LiveScan Support Team and an AFIS Support Team managed by the MorphoTrak Operations Manager who is also located in New Jersey.

MorphoTrak's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces MorphoTrak's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Figure 2. MorphoTrak's dedicated In-State New Jersey Support Team

In 2015 MorphoTrak's New Jersey Support Organization resolved 99% of all livescan service calls within 24 hours

MorphoTrak | Corporate Headquarters: 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807 | www.morpho.com/usa

Tenprint/Palmprint Capture - Table 1 – Table 2

Tenprint/Palmprint capture – Desktop Table 1

New Jersey Comm Code	Qty	GSA Schedule	Description	Unit Price
204-96-083962	1	TPL5-OPT003-00	Live Scan System Desktop to include: • Live Scan Station Application Software License • Tenprint/Palmprint 500PPI Scanner • Computer, monitor, keyboard • Signature Capture Pad • NJ specific transmission Software Installation / On-site Training Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site *Advantage* Solution, 9X5 (Year 2-3) Freight	$23,746.21
			Annual Maintenance pricing - starting in Year 4	
		TPL5-OPT003-0M	Maintenance: On-site *Advantage* Solution, 9X5	$3,171.69
			Please see Table 5 Options for Printer pricing	

Tenprint/Palmprint Capture - Cabinet Ruggedized fixed-height Table 2

New Jersey Comm Code	Qty	GSA Schedule	Description	Unit Price
204-10-083973	1	TPL5-OPT011-00	Live Scan System Cabinet (fixed-height) to include: • Live Scan Station Application Software License • Tenprint/Palmprint 500PPI Scanner • Computer, monitor, keyboard • Ruggedized fixed-height Cabinet • Signature Capture Pad • NJ specific transmission Software Installation / On-site Training Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site *Advantage* Solution, 9X5 (Year 2-3) Freight	$28,984.63
			Annual Maintenance pricing - starting in Year 4	
		TPL5-OPT011-0M	Maintenance: On-site *Advantage* Solution, 9X5	$3,594.52
			Please see Table 5 Options for Printer pricing	

Tenprint/Palmprint Capture with Integrated MugPhoto – Table 3 – Table 4

Tenprint/Palmprint Capture with Integrated Mug Photo - Desktop Table 3

New Jersey Comm Code	Qty	GSA Schedule	Description	Unit Price
204-96-083963	1	TPL5-OPT004-00	Live Scan System Desktop to include: • Live Scan Station Application Software License • Tenprint/Palmprint 500PPI Scanner • Computer, monitor, keyboard • Signature Capture Pad • Integrated Mug Photo Capture (Digital camera, Software) • NJ specific transmission Software Installation / On-site Training	$26,380.10

New Jersey Comm. Code	Qty	GSA Schedule	Description	Unit Price
			Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site *Advantage* Solution, 9X5 (Year 2-3) Freight	
			Annual Maintenance pricing - Starting at Year 4	
		TPL5-OPT004-0M	Maintenance: On-site *Advantage* Solution, 9X5	$3,344.06
			*Please see Table 5 Options for Printer pricing	

Tenprint/Palmprint Capture with Integrated Mug Photo - Cabinet Ruggedized fixed-height (Table 4)

New Jersey Comm. Code	Qty	GSA Schedule	Description	Unit Price
204-10-083974	1	TPL5-OPT012-00	Live Scan System Cabinet (fixed-height) to include: • Live Scan Station Application Software License • Tenprint/Palmprint 500PPI Scanner • Computer, monitor, keyboard • Ruggedized fixed-height Cabinet • Signature Capture Pad • NJ specific transmission Software • Integrated Mug Photo Capture (Digital camera, Software) Installation / On-site Training Warranty: 1 Year On-site *Advantage* Solution, 9X6 (Year 1) Maintenance: 2 additional Years - On-site *Advantage* Solution, 9X5 (Year 2-3) Freight	$30,616.73
			Annual Maintenance pricing - Starting at Year 4	
		TPL5-OPT012-0M	Maintenance: On-site *Advantage* Solution, 9X5	$3,786.99
			*Please see Table 5 Options for Printer pricing	

MorphoTrak - Standard Warranty and Maintenance support includes remote diagnostics AND on-site support service

Shipment is approximately 30 days after MorphoTrak receipt of purchase order.

Livescan System pricing includes a 1 year warranty and 2 additional years of annual maintenance. Annual Maintenance pricing shown is for Year 4.

Options and Pricing

MorphoTrak equipment and service options and pricing described in Table 5.

Table 5, Pricing, Maintenance

New Jersey Comm. Code	Qty	GSA Schedule	Description	Unit Price
204-96-083970	1	TPL0-DFOP00-01	Duplex Black & White Fingerprint Card Printer, Double-sided card printing Installation / On-site Training Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Freight	$1,086.15
			Annual Maintenance pricing - Starting at Year 4	
			Maintenance: On-site *Advantage* Solution, 9X5	$164.58

NOTE: Existing Lexmark Optra R, Optra S, T6xx, T620, T630, T640 or Xerox Printers are not supported with the new Live Scan System.

Customer Responsibilities:

Jersey City Police Department is responsible for the following:

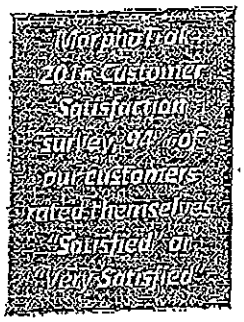
- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Network communications: To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies (to/from NJSP).
- Obtaining all required authorizations and permissions for connecting to New Jersey State Police (NJSP) AFIS. This includes establishing a network connection and user agreement with NJSP

Assumptions

In developing this proposal, MorphoTrak has made the following assumptions:

RMS

- Should Jersey City Police Department desire or require the ability to interface the proposed MorphoTrak Livescan with an RMS, MorphoTrak will provide Jersey City Police Department an Interface Control Document (ICD) in which the Jersey City Police Department RMS vendor can use to ensure compliance for the interface. If it is determined that the RMS cannot meet the requirements of the ICD, MorphoTrak can analyze and quote any specific development needs required to establish the interface between the proposed MorphoTrak Livescan and the Jersey City Police Department RMS.
- An inter-agency agreement between Jersey City Police Department and NJSP will be in place.
- Jersey City Police Department will provide all necessary communication to connect to NJSP. This includes, but is not limited to hubs, routers, modems, etc.
- Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640 or Xerox Printers are not supported with the new Live Scan System. Please refer to Pricing Table 5 above for supported Printer pricing.
- On-site Installation Services will be scheduled after network connectivity to NJSP has been established and verified.



Installation is contingent upon Jersey City Police Department establishing a network connection and user agreement with the New Jersey State Police (NJSP). Jersey City Police Department shall be responsible for the purchase and installation of all necessary external communications equipment and electrical wiring of the facilities. Permission from the NJSP is required for access to their AFIS network.

The MugPhoto system interfaces directly with the Live Scan Booking System. Front and side profile mug shots are captured through the Live Scan Software and transmitted to the New Jersey State Police's mug shot database at the same time as the tenprint fingerprint card transmission. These mug shots can then be accessed through an SBI# from a CJIS terminal. The MugPhoto System features software-driven zooming (in/out) as well as an automated facial cropping feature with the option of manual cropping. The MugPhoto System allows for the capture of front and profile mug shots only (no scars/marks/tattoos) which are then transmitted with the electronic tenprint card, stored in a New Jersey State Police mug shot database, and can be retrieved locally via the Jersey City Police Department CJIS terminal. An interface can be set up to store the mug shots locally but the majority of the work in setting up this type interface will need to be completed by Jersey City Police Department IT staff. MorphoTrak can transmit the ANSI/NIST records to a local Jersey City Police Department-specified e-mail address/server in addition to sending the transmission to the New Jersey State Police. The extraction and storage of the mug shots from the ANSI/NIST records is solely the responsibility of Jersey City Police Department.

Proposal Expiration: May 31, 2017

Purchase orders should be sent to MorphoTrak by electronic mail, facsimile or U.S. mail. Prices are exclusive of any and all state, or local taxes, or other fees or levies. Please direct all order questions and correspondence, including Purchase Order, to:

Jayne Goodall
MorphoTrak
5516 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@morpho.com | Tel: (714) 576-2956 | Fax: (714) 238-2049

We look forward to working with you.

Sincerely,

Barry Fisher
Vice President, Sales - MorphoTrak

Advantage Solution Support – New Jersey

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 3 years from the date of installation.

Support Features	Warranty Period	Post Warranty
Software Support 24X7	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
1 Hour Telephone Response Time	√	√
Remote Dial-In Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X6 (8 am-5 pm M-F) Customer Local Time	Included in Warranty	Available for purchase
On-Site Response	4-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√

Attachment A

Terms

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for Jersey City Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. MorphoTrak assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, MorphoTrak will make its best effort to provide a suitable replacement.

Purchase orders should include the reference *New Jersey State Contract # A81520 / MorphoTrak GSA Contract #GS-35F-0523U, Schedule 70* and should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
MorphoTrak
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@morpho.com | Tel: (714) 575-2956 | Fax: (714) 238-2049

Product purchase shall be governed by *New Jersey State Contract # A81520 / MorphoTrak GSA Contract #GS-35F-0523U, Schedule 70*. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties. Firm delivery schedules will be provided and order fulfillment will commence upon receipt of Purchase Order from Jersey City Police Department.

By signing this signature block below, Jersey City Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes MorphoTrak, LLC to ship and provide these product and services:

Please ensure that Jersey City Police Department references New Jersey State Contract # A81520 and GSA Contract #GS-35F-0523U, Schedule 70 on the Purchase Order.

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): _____

Please provide Billing Address:

_____

_____

_____

_____

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

_____

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

State of New Jersey
Department of the Treasury
— Division of Purchase and Property

Notice of Award
Term Contract(s)

G-9002
10 PRINT LIVE SCAN SYSTEM

Vendor Information
By Vendor
Email to JOSHUA DESCOTEAUX

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 (8 kb)
- Amendment #1 - Price Decrease Adobe PDF (19 kb)
- Amendment #2 - Price Decrease Adobe PDF (14 kb)
- Amendment #3 - Line Item Addition Adobe PDF (12 kb)
- Amendment #4 - Contract Extension #1 to 5/31/2016 Adobe P (17 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

Index #:	G-9002
Contract #:	81520
Contract Period:	FROM: 06/01/12 TO: 05/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	MORPHOTRAK LLC 5515 E LA PALMA AVE SUITE 100 ANAHEIM, CA 92807
For Procurement Bureau Use:	
Solicitation #:	22646
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-

Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:		
JOSHUA DESCOTEAUX	PROCUREMENT SPECIALIST	609-292-7491
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	**09/15/16**

VENDOR INFORMATION	
Vendor Name & Address:	MORPHOTRAK LLC 5515 E LA PALMA AVE SUITE 100 ANAHEIM, CA 92807
Contact Person:	SONIA DONER
Contact Phone:	714-575-2923
Order Fax:	714-632-2158
Contract#:	81520
Expiration Date:	05/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: MORPHOTRAK LLC **Contract Number:** 81520

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-96-083960 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: 10 PRINT DESKTOP LIVE SCAN SYSTEM 500PPI ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN DESKTOP SYSTEM INCLUDING ALL HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE,	1.000	EACH	N/A	$15075.04000

	LICENSING, TRAINING, INSTALLATION, MANUALS, AND ONE YEAR ON-SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE PRICING WAS REDUCED FROM $17,160.00 TO $15,075.04 EFFECTIVE 6/1/16. MAINTENANCE AS PER THE BID SPECIFICATIONS. *** EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = $2,075 PER YEAR*** DELIVERY: 30 DAYS ARO				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 204-96-083961 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LIVE SCAN SYSTEM 500PPI - DESKTOP W/ MUG PHOTO ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN DESKTOP SYSTEM EQUIPPED WITH MUG PHOTO CAPTURE CAPABILITY INCLUDING ALL HARDWARE, CAMERA MOUNTING HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS, AND ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = $2,266 PER YEAR*** DELIVERY: 30 DAYS ARO	1.000	EACH	N/A	$17148.36000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00003	COMM CODE: 204-96-083962 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LIVE SCAN SYSTEM 500PPI - DESKTOP W/ PALM CAPTURE CAPABILITIES ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN DESKTOP SYSTEM EQUIPPED WITH PALM CAPTURE CAPABILITY INCLUDING ALL HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS, AND ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS. ***EACH ADDITIONAL YEAR OF	1.000	EACH	N/A	$23746.21000

	MOUNTING HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS, ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = $2,737 PER YEAR*** DELIVERY: 30 DAYS ARO				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00014	COMM CODE: 204-10-083973 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: 10 PRINT RUGGEDIZED CABINET (FIXED HEIGHT) LIVE SCAN SYSTEM 500 PPI W / INTEGRATED PALM CAPTURE CAPABILITIES ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN RUGGEDIZED CABINET (FIXED HEIGHT) SYSTEM EQUIPPED WITH PALM CAPTURE CAPABILITY INCLUDING ALL HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS, ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = $4,004 PER YEAR*** DELIVERY: 30 DAYS ARO	1.000	EACH	N/A	$28984.63000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00015	COMM CODE: 204-10-083974 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: 10 PRINT RUGGEDIZED CABINET (FIXED HEIGHT) LIVE SCAN SYSTEM 500 PPI W / INTEGRATED PALM CAPTURE AND MUG PHOTO CAPABILITIES. ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN RUGGEDIZED CABINET (FIXED HEIGHT) SYSTEM EQUIPPED WITH PALM CAPTURE AND MUG PHOTO CAPTURE CAPABILITIES INCLUDING ALL HARDWARE, CAMERA MOUNTING HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS,	1.000	EACH	N/A	$30616.73000

	ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = $4,195 PER YEAR*** DELIVERY: 30 DAYS ARO				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00016	COMM CODE: 204-10-083975 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: 10 PRINT RUGGEDIZED CABINET (MOTORIZED) LIVE SCAN SYSTEM 500 PPI ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN ADJUSTABLE RUGGEDIZED CABINET (MOTORIZED) SYSTEM INCLUDING ALL HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS, ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS. ***EACH ADDITIONAL YEAR OF MAINTENANCE POST WARRANTY = $2,906 PER YEAR*** DELIVERY: 30 DAYS ARO	1.000	EACH	N/A	$29403.86000
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00017	COMM CODE: 204-10-083976 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: 10 PRINT RUGGEDIZED CABINET (MOTORIZED) LIVE SCAN SYSTEM 500 PPI W / INTEGRATED MUG PHOTO CAPTURE CAPABILITIES. ALL INCLUSIVE PRICE FOR AN FBI CERTIFIED 500 PPI 10 PRINT LIVE SCAN ADJUSTABLE RUGGEDIZED CABINET (MOTORIZED) SYSTEM EQUIPPED WITH MUG PHOTO CAPTURE CAPABILITY INCLUDING ALL HARDWARE, CAMERA MOUNTING HARDWARE, NJ SPECIFIC TRANSMISSION SOFTWARE, LICENSING, TRAINING, INSTALLATION, MANUALS, ONE YEAR ON SITE PARTS AND LABOR WARRANTY, AND TWO YEARS POST WARRANTY HARDWARE AND SOFTWARE MAINTENANCE AS PER THE BID SPECIFICATIONS.	1.000	EACH	N/A	$31804.19000

CITY OF JERSEY CITY

Requisition #
0176903

Assigned PO #

Requisition

Vendor
MORPHOTRAK, INC
14 COLUMBIA CIRCLE DR. STE 102
ATTN: SUSAN NOISSEAU
ALBANY NY 12205
MO377625

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

11.22

Dept. Ship To

Contact Info
LT. DELEVA X 6910
2015476911

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	LIVE SCAN MACHINE	0120125240310	30,616.73	30,616.73

1@ LIVE SCAN SYSTEM CABINET ~~(FIXED HEIGHT)~~ TO
INCLUDE: LIVE SCAN STATION APPLICATION SOFTWARE
LICENSE
TENPRINT/PALMPRINT 500PPI SCANNER
COMPUTER, MONITOR, KEYBOARD
RUGGEDIZED FIXED HEIGHT CABINET
SIGNATURE CAPTURE PAD
NJ SPECIFIC TRANSMISSION SOFTWARE
INTEGRATED MUG PHOTO CAPTURE (DIGITAL CAMERA
SOFTWARE)
INSTALLATION / ON-SITE TRAINING
WARRANTY 1 YEAR ON-SITE ADVANTAGE SOLUTION 9X5
(YEAR 1)
MAINTENANCE: 2 ADDITIONAL YEARS ON-SITE ADVANTAGE
SOLUTION, 9X5 (YEAR 2-3)
FREIGHT

NJ STATE CONTRACT: # A81520
~~GSA CONTRACT # GS-35F-0523U, SCHEDULE~~ 70

NO SUBSTITUTIONS

E

* Validate S/C.

GSA Does not Apply
if using operating Acc.

Requisition Total **30,616.73**

Req. Date: 11/21/2016
Requested By: EGIBBS
Buyer Id:

Approved By: _____

This Is Not A Purchase Order

SAFRAN
MorphoTrak

5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

September 1, 2016

State of New Jersey
Trusted Identification
Partner for 27 Years

Officer Humen
Jersey City Police Department
282 Central Avenue
Jersey City, NJ
Tel: (201) 547-5440
Email: dhumen@NJJCPS.ORG

Reference No. MTNJ-L101916-01C

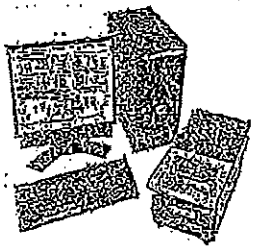
Dear Officer Humen:

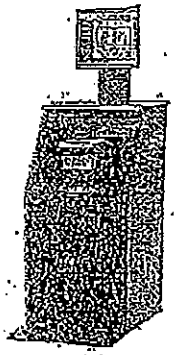
MorphoTrak is pleased to provide Jersey City Police Department with the following proposal for MorphoTrak LiveScan Systems. Since 1989, MorphoTrak has been the State of New Jersey AFIS provider. In 2012, MorphoTrak was awarded the State of New Jersey Livescan Contract # A81520.

Please note the purchase price of all livescan configurations includes on-site installation, training, three (3) years of next-day on-site support with corrective maintenance and parts replacement.

MorphoTrak's fully integrated LiveScan solution provides Jersey City Police Department the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- Integrated Palmprint Capture ensures compliance with the Federal Sex Offender Registry and Notification Act (SORNA)
- Digital image capture of upper, lower and writer's palms, slaps and rolls
- Fingerprinting and mugshot capture seamlessly integrated into the same interface
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- Full compliance with New Jersey State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- All livescan configurations includes on-site installation and training
- Purchase price includes 3 years of next-day on-site support and parts replacement
- Eliminate all RFP associated costs by purchasing livescan system off the State of New Jersey State Contract



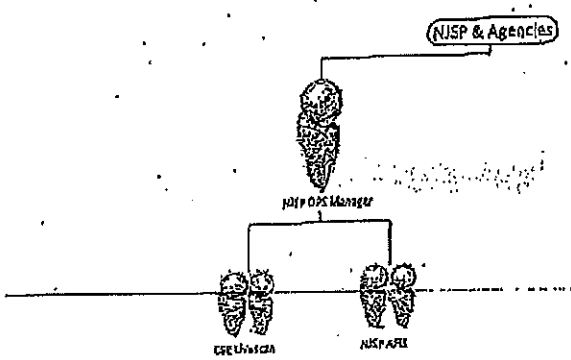


State of New Jersey, Trusted Identification Partner for 27 Years

MorphoTrak has been the sole provider of the AFIS System in place at the New Jersey State Police since 1989. MorphoTrak is the only vendor who can deliver a Livescan system that is 100% compatible with the NJSP system. In fact, MorphoTrak Livescan systems use the same AFIS quality checking algorithms to ensure Jersey City Police Department can submit the highest-quality prints to NJSP and FBI IAFIS/NGI.

Figure 1 shows a map of the state of New Jersey with MorphoTrak Livescan installations.

500+ MorphoTrak Livescans Installed in the State of New Jersey



MorphoTrak's *In-State Support Organization* is dedicated solely to the support of New Jersey customers. Our Organization includes both a LiveScan Support Team and an AFIS Support Team managed by the MorphoTrak Operations Manager who is also located in New Jersey.

MorphoTrak's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces MorphoTrak's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Figure 2. MorphoTrak's dedicated In-State New Jersey Support Team

In 2015 MorphoTrak's New Jersey Support Organization resolved 99% of all livescan service calls within 24 hours

Tenprint/Palmprint Capture - Table 1 – Table 4

Tenprint/Palmprint capture – Desktop Table 1

New Jersey Contract Code	Qty	GSA Schedule	Description	Unit Price
204-98-083962	1	TPL5-OPT003-00	Live Scan System Desktop to include: ♦ Live Scan Station Application Software License ♦ Tenprint/Palmprint 500PPI Scanner ♦ Computer, monitor, keyboard ♦ Signature Capture Pad ♦ NJ specific transmission Software Installation / On-site Training Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site *Advantage* Solution, 9X5 (Year 2-3) Freight	$23,748.21
			Annual Maintenance Renewal Starting in Year 4	
		TPL5-OPT003-0M	Maintenance: On-site *Advantage* Solution, 9X5	$3,171.69
			Please see Table 5 Options for Printer pricing	

Tenprint/Palmprint Capture - Cabinet Ruggedized fixed-height Table 2

New Jersey Contract Code	Qty	GSA Schedule	Description	Unit Price
204-10-083973	1	TPL5-OPT011-00	Live Scan System Cabinet (fixed-height) to include: ♦ Live Scan Station Application Software License ♦ Tenprint/Palmprint 500PPI Scanner ♦ Computer, monitor, keyboard ♦ Ruggedized fixed-height Cabinet ♦ Signature Capture Pad ♦ NJ specific transmission Software Installation / On-site Training Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site *Advantage* Solution, 9X5 (Year 2-3) Freight	$28,984.63
			Annual Maintenance Renewal Starting in Year 4	
		TPL5-OPT011-0M	Maintenance: On-site *Advantage* Solution, 9X5	$3,594.52
			Please see Table 5 Options for Printer pricing	

Tenprint/Palmprint Capture with Integrated MugPhoto – Table 3 – Table 4

Tenprint/Palmprint Capture with Integrated Mug Photo - Desktop Table 3

New Jersey Contract Code	Qty	GSA Schedule	Description	Unit Price
204-98-083963	1	TPL5-OPT004-00	Live Scan System Desktop to include: ♦ Live Scan Station Application Software License ♦ Tenprint/Palmprint 500PPI Scanner ♦ Computer, monitor, keyboard ♦ Signature Capture Pad ♦ Integrated Mug Photo Capture (Digital camera, Software) ♦ NJ specific transmission Software Installation / On-site Training	$25,380.10

New Jersey Comm Code	Qty	GSA Schedule	Description	Unit Price
			Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site *Advantage* Solution, 9X5 (Year 2-3) Freight	
Annual Maintenance pricing - starting at Year 4				
		TPL5-OPT004-0M	Maintenance: On-site *Advantage* Solution, 9X5	$3,344.06
			Please see Table 5 Options for Printer pricing	

Tenprint/Palmprint Capture with Integrated Mug Photo - Cabinet Ruggedized fixed-height, Table 4

New Jersey Comm Code	Qty	GSA Schedule	Description	Unit Price
204-10-083974	1	TPL5-OPT012-00	Live Scan System Cabinet (fixed-height) to include: • Live Scan Station Application Software License • Tenprint/Palmprint 500PPI Scanner • Computer, monitor, keyboard • Ruggedized fixed-height Cabinet • Signature Capture Pad • NJ specific transmission Software - • Integrated Mug Photo Capture (Digital camera, Software) Installation / On-site Training Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site *Advantage* Solution, 9X5 (Year 2-3) Freight	$30,616.73
Annual Maintenance pricing - starting at Year 4				
		TPL5-OPT012-0M	Maintenance: On-site *Advantage* Solution, 9X5	$3,765.99
			Please see Table 5 Options for Printer pricing	

MorphoTrak's Standard 1 Year Warranty and Maintenance Support includes remote diagnostics AND on-site support services.

Shipment is approximately 30 days after MorphoTrak receipt of purchase order.

Livescan System pricing includes a 1 year warranty and 2 additional years of annual maintenance. Annual Maintenance pricing shown is for Year 4.

Options and Pricing

MorphoTrak equipment and service options and pricing described in Table 5.

Table 5, Pricing, Maintenance

New Jersey Comm Code	Qty	GSA Schedule	Description	Unit Price
204-96-083970	1	TPL0-DFGP00-01	Duplex Black & White Fingerprint Card Printer, Double-sided card printing Installation / On-site Training Warranty: 1 Year On-site *Advantage* Solution, 9X5 (Year 1) Freight	$1,086.15
Annual Maintenance pricing - starting at Year 4				
			Maintenance: On-site *Advantage* Solution, 9X5	$164.68

NOTE: Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640 or Xerox Printers are not supported with the new Live Scan System.

Customer Responsibilities

Jersey City Police Department is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Network communications: To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies (to/from NJSP).
- Obtaining all required authorizations and permissions for connecting to New Jersey State Police (NJSP) AFIS. This includes establishing a network connection and user agreement with NJSP

Assumptions

In developing this proposal, MorphoTrak has made the following assumptions:

RMS ?

- Should Jersey City Police Department desire or require the ability to interface the proposed MorphoTrak Livescan with an RMS, MorphoTrak will provide Jersey City Police Department an Interface Control Document (ICD) in which the Jersey City Police Department RMS vendor can use to ensure compliance for the interface. If it is determined that the RMS cannot meet the requirements of the ICD, MorphoTrak can analyze and quote any specific development needs required to establish the interface between the proposed MorphoTrak Livescan and the Jersey City Police Department RMS.
- An inter-agency agreement between Jersey City Police Department and NJSP will be in place.
- Jersey City Police Department will provide all necessary communication to connect to NJSP. This includes, but is not limited to hubs, routers, modems, etc.
- Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640 or Xerox Printers are not supported with the new Live Scan System. Please refer to Pricing Table 5 above for supported Printer pricing.
- On-site Installation Services will be scheduled after network connectivity to NJSP has been established and verified.

MorphoTrak 2016 Customer Satisfaction Survey: 94% of our customers rated themselves "Satisfied" or "Very Satisfied"

Installation is contingent upon Jersey City Police Department establishing a network connection and user agreement with the New Jersey State Police (NJSP). Jersey City Police Department shall be responsible for the purchase and installation of all necessary external communications equipment and electrical wiring of the facilities. Permission from the NJSP is required for access to their AFIS network.

The MugPhoto system interfaces directly with the Live Scan Booking System. Front and side profile mug shots are captured through the Live Scan Software and transmitted to the New Jersey State Police's mug shot database at the same time as the tenprint fingerprint card transmission. These mug shots can then be accessed through an SBI# from a CJIS terminal. The MugPhoto System features software-driven zooming (in/out) as well as an automated facial cropping feature with the option of manual cropping. The MugPhoto System allows for the capture of front and profile mug shots only (no scars/marks/tattoos) which are then transmitted with the electronic tenprint card, stored in a New Jersey State Police mug shot database, and can be retrieved locally via the Jersey City Police Department CJIS terminal. An interface can be set up to store the mug shots locally, but the majority of the work in setting up this type interface will need to be completed by Jersey City Police Department IT staff. MorphoTrak can transmit the ANSI/NIST records to a local Jersey City Police Department-specified e-mail address/server in addition to sending the transmission to the New Jersey State Police. The extraction and storage of the mug shots from the ANSI/NIST records is solely the responsibility of Jersey City Police Department.

Proposal Expiration: May 31, 2017

Purchase orders should be sent to MorphoTrak by electronic mail, facsimile or U.S. mail. Prices are exclusive of any and all state, or local taxes, or other fees or levies. Please direct all order questions and correspondence, including Purchase Order, to:

Jayne Goodall
MorphoTrak
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@morpho.com | Tel: (714) 676-2956 | Fax: (714) 238-2049

We look forward to working with you.

Sincerely,

Barry Fisher
Vice President, Sales - MorphoTrak

Advantage Solution Support – New Jersey

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 3 years from the date of installation.

Support Features	Warranty Period	Post Warranty
Software Support 24X7	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
1 Hour Telephone Response Time	√	√
Remote Dial-In Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support: On-Site 9X6 (8 am-5 pm M-F) Customer Local Time	Included in Warranty	Available for purchase
On-Site Response	4-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√

Attachment A

Terms

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for Jersey City Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. MorphoTrak assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, MorphoTrak will make its best effort to provide a suitable replacement.

Purchase orders should include the reference *New Jersey State Contract # A81520 / MorphoTrak GSA Contract #GS-35F-0523U, Schedule 70* and should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
MorphoTrak
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@morpho.com | Tel: (714) 675-2956 | Fax: (714) 238-2049

Product purchase shall be governed by *New Jersey State Contract # A81520 / MorphoTrak GSA Contract #GS-35F-0523U, Schedule 70*. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties. Firm delivery schedules will be provided and order fulfillment will commence upon receipt of Purchase Order from Jersey City Police Department.

By signing this signature block below, Jersey City Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes MorphoTrak, LLC to ship and provide these product and services:

Please ensure that Jersey City Police Department references New Jersey State Contract # A81520 and GSA Contract #GS-35F-0523U, Schedule 70 on the Purchase Order.

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): _____

Please provide Billing Address:

_____

_____

_____

_____

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

_____

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

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

City Clerk File No. Res. 16.825

Agenda No. 10.Z.9

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR SPEER GOLD DOT AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/PISTOL RANGE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City is in need of **Speer Gold Dot Ammunition** for the Department of Public Safety, Police/Pistol Range; 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 $40,000.00; and

WHEREAS, Lawmen Supply Company, 7115 Airport Highway, Pennsauken, NJ 08109 is the authorized vendor in the State of New Jersey and is in possession of State Contract No. **A81295**, submitted a proposal for Speer Gold Dot Ammunition; and

WHEREAS, funds are available for this contract in the **Department of Public Safety (Police) Operating Account;**

Account	P.O. #	State Contract	Total Contract
01-201-25-240-218	123152	A81295	$80,113.00

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Lawmen Supply Company,** 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

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.825

Agenda No. 10.Z.9 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR SPEER GOLD DOT AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/PISTOL RANGE)

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, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
01-201-25-240-218	123152	A81295	$80,113.00

Approved by _____ 11/28/16
Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 12-1-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPORVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR SPEER GOLD DOT AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/PISTOL RANGE)

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	PAUL PAWCHAK	RANGE MASTER
Phone/email	732-	PPAWCHAK@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AMMUNITION NEEDED FOR POLICE OFFICER TRAINING

I certify that all the facts presented herein are accurate.

Jerome Cala

Signature of Department Director

11/22/16

Date

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LAWMEN SUPPLY COMPANY OF NEW JERSEY, INC.
Trade Name:	
Address:	5521 WHITE HORSE PIKE EGG HARBOR CITY, NJ 08215-4009
Certificate Number:	0071847
Effective Date:	January 12, 1984
Date of Issuance:	November 14, 2016

For Office Use Only:

20161114112632516

218

JERSEY CITY POLICE DEPARTMENT

DEPARTMENT REQUISITION Req #:_____

Date: September 22, 2016

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
220,000 Rounds		.45 Caliber Automatic Handgun Ammunition	
		Speer Gold Dot Hollow Point 230 grain	
		Item # 53966 - $ 364.15 per thousand	
		See Attached Quote	$80,113.00
10,000 Rounds		.38 Caliber Special Revolver Ammunition	
		Speer Gold Dot Hollow Point - 125 grain	
		Item # 53722 - $352.33 per thousand	
		See Attached Quote	$3,523.30
		Vendor:	
		Lawmen Supply Company	
		(Municipal Emergency Services)	
		7115 Airport Highway	
		Pennsauken New Jersey 08109	
		Phone 856-488-4499 or 1-855-529-6361	
		Fax 1-800-436-6019	
		Contact Person & Sale Representative	
		Jason Durie	
		Office Phone - 856-488-4499	
		Cell Phone 201-994-6137	

Justification / Usage:

Ammunition needed for police officers and recruit training and qualifications

ABOVE ITEM USED BY ALL POLICE UNITS

Requested by: Paul Pawchak Paul Pawchak Unit Commander

Approved by: _____ District Commander

_____ Division Commander

_____ Chief of Police

Lavana Moodley Director of Police

FOR DIR: JAMES SHEA

LAWMEN SUPPLY COMPANY

Quote

Date	11/10/2016
Quote #	QT1047491
Expires	12/1/2016
Sales Rep	Durie, Jason H
PO #	
Shipping Method	FedEx Ground
Shipping Code (2)	

1484 E. Lebanon Road, Rt 10
Dover, DE 19901

Bill To
Jersey City Police Dept
1 Journal Square
FISCAL OFFICE
Jersey City NJ 07306

Ship To
Jersey City
1300 Westside Ave Sevice Rd
1st Floor
Jersey City NJ 07306

Item	Alt Item #	Units	Description	Qty	Unit Sales	Amount
53966			SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE AMMUNITION 45 AU	220	364.15	80,113.00

Subtotal	80,113.00
Shipping Cost (FedEx Ground)	0.00
Total	$80,113.00

New Jersey State Contract A 81295

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1047491

State of New Jersey
Department of the Treasury

— Division of Purchase and Property

NJ START
PREMIERE VIDEO
ENROLL NOW
VENDOR SUPPORT

GEORGE CRONIN AWARDS FOR PROCUREMENT EXCELLENCE
NASPO 2016 Finalist

Storm Recovery

Disaster-Related Contracts

www.YourMoney.NJ.Gov
NJ Government Transparency

Federally-Based Contracts
Government Online Schedule

Green Purchasing

Vehicle & Surplus Property Auctions

Division of Purchase & Property Smart Supplier Newsletter

Doing Business with the State of New Jersey Brochure

eBid Login for 'My Proposals' Only
Login ID
Password
login

T0106 Price List

Ammunition (Category 1)			
Brand	**Recommended Contractor**	**Contract #**	**Price Line #**
Blount/Speer/Gold Dot All Types	Lawmen Supply Co.	81295	1
Blount/Speer/Gold Dot 124 GR JHP Mon-Plus P, Lots of 50,000 to 99,999 Rounds	Lawmen Supply Co.	81295	2
Blount/Speer/Gold Dot 124 GR JHP Mon-Plus P, Lots of 100,00 and Up	Lawmen Supply Co.	81295	3
CCI All Types	Lawmen Supply Co.	81295	4
Federal, Includes American Eagle All Types	Eagle Point Gun Shop	81296	5
Hornady -All Types	Lawmen Supply Co.	81295	6
Remington - All Types	Eagle Point Gun Shop	81296	7
Simunition	Lawmen Supply Co.	81295	8
Winchester - All Types	Safety League t/a Atlantic Tactical	81297	9
Winchester in Lots of 20,000 Plus Rounds - All Types	Safety League t/a Atlantic Tactical	81297	10
Winchester - In Lots of 10,000 Rds and Up. -All Types	Safety League t/a Atlantic Tactical	81297	11
Firearms - Shotguns, Rifles, Handguns (Category 2)			
Brand	**Recommended Contractor**	**Conract #**	**Price Line #**
Colt	Amchar Wholesale	81298	12
Benelli	Lanigan Associates	81299	13
Beretta	Lanigan Associates	81299	14
Bushmaster	Lawmen Supply Co.	81295	15
Glock	Lawmen Supply Co.	81295	16
Mossberg	Lawmen Supply Co.	81295	18
Remington	Eagle Point Gun Shop	81296	19
Ruger	Lawmen Supply Co.	81295	20
Sig Sauer	Sig Sauer	81319	21
Smith & Wesson	Safety League t/a Atlantic Tactical	81297	22
Additional Brand - Adcor	Adcor Defense	Will be issued shortly	225
Firearms - Repair Parts (Category 3)			
Brand	**Recommended Contractor**	**Conract #**	**Price Line #**
Glock		81295	27

State of New Jersey
Department of the Treasury
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 JAWAD KARAMALI

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 Adobe PDF (137 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(s) Adobe PDF (156 kb)
- Amendment #16 - Price List Update(s) Adobe PDF (4 mb)
- Amendment #17 - Product Addition Adobe PDF (36 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

Index #:	T-0106
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/12 TO: 04/30/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	21817
Bid Open Date:	01/11/12
CID #:	1039379
Commodity Code:	680-04
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:		
JAWAD KARAMALI	PROCUREMENT SPECIALIST	609-292-9919
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	**11/09/16**

VENDOR INFORMATION	
Vendor Name & Address:	ABSOLUTE FIRE PROTECTION 2800 HAMILTON BLVD SO PLAINFIELD, NJ 07080
Contact Person:	ANTHONY AMOROSO
Contact Phone:	908-757-3600
Order Fax:	908-757-3618
Contract#:	81340
Expiration Date:	04/30/17
Terms:	1% 15 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	ADVANCED ELECTRONICS DESIGN DBA PATROL PC 344 JOHN DIETSCH BLVD NORTH ATTLBORO, MA 02763
Contact Person:	DAVID SWITHERS
Contact Phone:	508-699-0458
Order Fax:	508-699-2531
Contract#:	81300
Expiration Date:	04/30/17
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	LANIGAN ASSOCIATES INC 496 SHREWSBURY AVENUE TINTON FALLS, NJ 07701
Contact Person:	JOE LANIGAN
Contact Phone:	732-530-0447
Order Fax:	732-530-5320
Contract#:	81299
Expiration Date:	04/30/17
Terms:	2% 10 NET 30
Delivery:	8 WEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	LASER TECHNOLOGY INC C/O KEY BANK 6912 SOUTH QUENTIN STRET CENTENNIAL, CO 80112
Contact Person:	CHERI LUCERO
Contact Phone:	303-649-1000
Order Fax:	303-649-9710
Contract#:	81322
Expiration Date:	04/30/17
Terms:	NONE
Delivery:	14 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	LAWMEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN, NJ 08109
Contact Person:	NAOMI MCCUNNEY
Contact Phone:	609-965-7307
Order Fax:	609-965-7324
Contract#:	81295
Expiration Date:	04/30/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	MINE SAFETY APPLIANCES CO 1000 CRANBERRY WOOD DR PO BOX 426 PITTSBURGH, PA 15230
Contact Person:	RICHARD ROCCO
Contact Phone:	800-672-2222
Order Fax:	800-967-0398

	P/L DATED: 12/21/11 - LE DIST LESS FET P/L #: SPEER LE LINE 3				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00004	COMM CODE: 680-04-002203 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBER AND TYPES BRAND: CCI P/L DATED: 12/21/11 - LE DIST LESS FET P/L #: SPEER LE LINE 4	1.000	EACH	10.00% MARKUP	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00006	COMM CODE: 680-04-031945 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: HORNADY P/L DATED: 2012 - DIST FET OUT	1.000	EACH	7.40% MARKUP	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00008	COMM CODE: 680-04-036399 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: SINUNITION P/L DATED: 1/6/12 - DIS. W/O FET	1.000	EACH	17.00% MARKUP	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00015	COMM CODE: 680-52-021217 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: FIREARMS - SHOTGUNS, RIFLES, HANDGUNS BRAND: BUSHMASTER DELIVERY: 30 DAYS ARO P/L DATED: 11/1/11 - DIST W/O FET	1.000	EACH	10.80% MARKUP	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00016	COMM CODE: 680-52-021218 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: FIREARMS - SHOTGUNS, RIFLES, HANDGUNS BRAND: GLOCK P/L DATED: 4/15/22 - DIST. DEALER AGENCY P/L #: FRM-72-23/REV 12	1.000	EACH	8.20% MARKUP	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00018	COMM CODE: 680-52-021222 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: FIREARMS - SHOTGUNS, RIFLES, HANDGUNS BRAND: MOSSBERG P/L DATED: 2012 - DIST. LESS FET	1.000	EACH	10.30% MARKUP	N/A

	COMM CODE: 680-52-082652 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: FIREARMS - ACCESSORIES BRAND: BERETTA P/L DATED: 2012 LE - MSRP				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00234	COMM CODE: 680-12-082664 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: LEATHER/NYLON GOODS BRAND: JP COURTLAND DELIVERY: 8 WEEKS ARO P/L DATED: 1/1/12 - RETAIL	1.000	EACH	41.00%	N/A

Vendor: LASER TECHNOLOGY INC C/O KEY BANK **Contract Number:** 81322

LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00071	COMM CODE: 680-77-082661 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: LASER GUNS/RADAR GUNS BRAND: LASER TECH P/L DATED: 1/5/12 - RETAIL	1.000	EACH	10.00%	N/A

Vendor: LAWMEN SUPPLY CO NJ INC **Contract Number:** 81295

LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00001	COMM CODE: 680-04-029394 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: BLOUNT/SPEER/GOLD DOT P/L DATED: 12/21/11 - LE DIST LESS FET P/L #: SPEER LE LINE 1	1.000	EACH	10.00% MARKUP	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 680-04-021202 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: BLOUNT/SPEER/GOLD DOT 124 GR JHP NON-PLUS P, LOTS OF 50,000 TO 99,999 ROUNDS P/L DATED: 12/21/11 - LE DIST LESS FET P/L #: SPEER LE LINE 2	1.000	EACH	9.50% MARKUP	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00003	COMM CODE: 680-04-021201 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: BLOUNT/SPEER/GOLD DOT 124 GR JHP NON-PLUS P, IN LOTS OF 100,000 ROUNDS AND UP.	1.000	EACH	9.00% MARKUP	N/A

2013-2015 New Jersey State Pricing

Bid#12-X-21817

ALL PRICING IS PER CASE

PRODUCT DESCRIPTION	PART NUMBER	Law Enforcement Distributor Price Less F.E.T	
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE AMMUNITION			
25 AUTO (20 ct. box/500 rounds per case)			
35 GR. GDHP (20 ct.)	23602	$232.22	$255.45
32 AUTO (20 ct. box/500 rounds per case)			
60 GR. GDHP (20 ct.)	23604	$238.53	$262.38
380 AUTO (50 ct. box/1000 rounds per case)			
90 GR. GDHP (50 ct.)	53606	$461.69	$507.85
9mm LUGER (50 ct. box/1000 rounds per case)			
115 GR. GDHP (50 ct.)	53614	$275.36	$302.90
124 GR. GDHP (50 ct.)	53618	$275.36	$302.90
124 GR. GDHP SOC (50 ct.)	55036	$275.36	$302.90
147 GR. GDHP (50 ct.)	53619	$275.36	$302.90
9mm +P LUGER (50 ct. box/1000 rounds per case)			
115 GR. GDHP +P+ (50 ct.)	53612	$275.36	$302.90
124 GR. GDHP +P (50 ct.)	53617	$275.36	$302.90
38 SPECIAL(50 ct. box/1000 rounds per case)			
125 GR. GDHP	53722	$320.30	$352.33
38 SPECIAL +P (50 ct. box/1000 rounds per case)			
125 GR. GDHP +P (50 ct.)	53720	$320.30	$352.33
357 SIG (50 ct. box/1000 rounds per case)			
125 GR. GDHP - LP (50 ct.)	53918	$363.22	$399.55
125 GR. GDHP (50 ct.)	54234	$363.22	$399.55
357 MAGNUM (50 ct. box/1000 rounds per case)			
125 GR. GDHP (50 ct.)	53920	$568.50	$625.35
158 GR. GDHP (50 ct.)	53960	$568.50	$625.35
40 S & W (50 ct. box/1000 rounds per case)			
155 GR. GDHP (50 ct.)	53961	$296.67	$326.34
165 GR. GDHP (50 ct.)	53970	$296.67	$326.34
180 GR. GDHP (50 ct.)	53962	$296.67	$326.34
44 MAGNUM (20 ct. box/500 rounds per case)			
270 GR. GDSP	23968	$382.38	$420.62
44 S & W (20 ct. box/500 rounds per case)			
200 GR. GDHP	23980	$425.69	$468.26

EFFECTIVE 05-01-2013
EXPIRES 04-30-2015
PRICING SUBJECT TO
CHANGE WITHOUT NOTICE

2013-2015 New Jersey State Pricing

Bid#12-X-21817

ALL PRICING IS PER CASE

PRODUCT DESCRIPTION	PART NUMBER	Law Enforcement Distributor Price Less F.E.T	
45 AUTO (50 ct. box/1000 rounds per case)			
185 GR. GDHP (50 ct.)	53964	$331.04	
200 GR. GDHP +P (50 ct.)	53969	$331.04	$364.15
230 GR. GDHP (50 ct.)	53966	$331.04	$364.15
45 GAP(50 ct. box/1000 rounds per case)			
185 GR. GDHP (50 ct.)	53977	$378.95	$416.85
200 GR. GDHP (50 ct.)	53978	$378.95	$416.85
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE AMMUNITION "SHORT BARREL"			
9mm LUGER (20 ct. box/500 rounds per case)			
124 GR. GDHP (20 ct.)	23611	$334.50	$367.95
38 SPECIAL +P (50 ct. box/1000 rounds per case)			
135 GR. GDHP +P (50 ct.)	53921	$320.30	$352.33
357 MAGNUM (20 ct. box/500 rounds per case)			
135 GR. GDHP (20 ct.)	23917	$387.05	$425.76
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE AMMUNITION "SHORT BARREL"			
40 S & W (20 ct. box/500 rounds per case)			
180 GR. GDHP (20 ct.)	23974	$385.29	$423.82
44 MAGNUM (20 ct. box/500 rounds per case)			
200 GR. GDHP (20 ct.)	23971	$429.07	$471.97
45 AUTO (20 ct. box/500 rounds per case)			
230 GR. GDHP (20 ct.)	23975	$394.05	$433.45
SPEER GOLD DOT HIGH-PERFORMANCE RIFLE AMMUNITION			
308 WIN (7.62X33MM) (20 ct. box/500 rounds per case)			
168 GR. GDSP (20 ct.)	24458	$326.54	$359.19

EFFECTIVE 05-01-2013
EXPIRES 04-30-2015
PRICING SUBJECT TO
CHANGE WITHOUT NOTICE

2013-2015 New Jersey State Pricing

Bid#12-X-21817

ALL PRICING IS PER CASE

PRODUCT DESCRIPTION	PART NUMBER	Law Enforcement Distributor Price Less F.E.T	
SPEER GOLD DOT HIGH-PERFORMANCE RIFLE AMMUNITION			
223 REM (5.56X45MM) (20 ct. box/500 rounds per case)			
64 GR. GDSP (20 ct.)	24448	$253.77	$279.14

RHT = Reduced Hazard Training
HBWC = Hollow Base Wadcutter
GDHP = Gold Dot Hollow Point
GDSP = Gold Dot Soft Point
LP = Limited Penetration
LRN = Lead Round Nose

EFFECTIVE 05-01-2013
EXPIRES 04-30-2015
PRICING SUBJECT TO
CHANGE WITHOUT NOTICE

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

City Clerk File No. Res. 16.826

Agenda No. 10.Z.10

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LEEMARK ELECTRIC INC. FOR LABOR AND INSTALLATION OF ELECTRICAL EQUIPMENT FOR THE STORAGE TENT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Works, Division of Sanitation requires the labor and installation of electrical equipment for the storage tent; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes with the lowest, responsive and responsible being that from Leemark Electric Inc., 208-210 West Side Avenue, Jersey City, NJ 07305 in the total amount of Thirty Eight Thousand, Five Hundred Dollars ($38,500.00); and

WHEREAS, the Purchasing Director has certified that he considers said proposal 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-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Public Works has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political 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 $38,500.00 are available in the **Capital Account**;

Account	PO #	Amount
04-215-55-943-990	123253	$38,500.00

(Continue on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.826

Agenda No. 10.Z.10 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LEEMARK ELECTRIC INC. FOR LABOR AND INSTALLATION OF ELECTRICAL EQUIPMENT FOR THE STORAGE TENT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

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

1. A contract in the amount of $38,500.00 for the labor and installation of electrical equipment for the storage tent is awarded to Leemark Electric Inc. and the Purchasing Director is directed to have such a contract drawn up and executed; and

2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then 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.

I _____, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $38,500.00 are available in the **Capital Account**;

Account	PO #	Amount
04-215-55-943-990	123253	$38,500.00

Peter Folgado, Director of Purchasing, QPA, RPPO

12/2/16
Date

PF/
12/2/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 12-6-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LEEMARK ELECTRIC INC. FOR LABOR AND INSTALLATION OF ELECTRICAL EQUIPMENT FOR THE STORAGE TENT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION.

Project Manager

Department/Division	DPW	Sanitation
Name/Title	Martin Valenti	Sanitation Manager
Phone/email	201-547-4400	mvalenti@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- Labor and installation of electrical equipment for the storage tent.
- Tent is located at DPW facility.

Cost (Identify all sources and amounts)

04-215-55-943-990 (Buildings Capital Account)

Contract term (include all proposed renewals)

One time installation.

Type of award Resolution awarded as an RFP, under the bid threshold.

If "Other Exception", enter type

Additional Information

TWO QUOTES RECEIVED

- Leemark for $38,500.00
- D'Elia Electric for $41,700.00

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/7/16

Signature of Purchasing Director **Date**

Lic. No. 6122B

LEI LEEMARK ELECTRIC INC.

208-210 West Side Ave. Jersey City N.J.07305 Tel. 201 324 1300 Fax.201 324 1305

PROPOSAL

J.C.D.P.W.
13-15 Linden Ave.East
Jersey City N.J.07305

November 23, 2016

ATT. Brian Weller, Re; New 400amp, 277/480v, outdoor service.

Will provide following as per plans and specifications, Titled, Jersey City DA – Municipal Services Complex, DLB Associates, Dated 11/8/16, sheets EO1 thru EO8.

All labor, supervision of other trades, coordination with PSEG engineering and in house design professionals, required permits, all PSEG and Municipal inspections and approvals. Will select, order and receive all materials, equipment, and outside services.Will coordinate system energizing and testing as well as test run with portable back up generator into main/ manual transfer switch.

Exclusions; Any and all materials and equipment, filing fees, utility co. fees if applicable, any work not specified on drawings that identify the scope of work.

Total project Cost, $38,500.00

Terms upon acceptance of proposal;

Leemark Electric Inc. Anthony Catanio_____

Acceptance, JCDPW, _____

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LEEMARK ELECTRIC, INC.
Trade Name:	
Address:	208-210 WEST SIDE AVE JERSEY CITY, NJ 07305-1446
Certificate Number:	1119619
Effective Date:	January 16, 2005
Date of Issuance:	December 02, 2016

For Office Use Only:

20161202135147214

D'ELIA ELECTRIC INC

411 RAILROAD AVE, EAST RUTHERFORD, NEW JERSEY 07073
PHONE: 201-635-1800 • FAX: 201-635-1803
EMAIL: SERVICE@DELIAELECTRIC.COM

LICENSE # 5309

RESIDENTIAL • COMMERCIAL • INDUSTRIAL
SITE LIGHTING • MARINE WIRING

Estimate

NAME / ADDRESS	DATE	ESTIMATE #
City of Jersey City Div of Buildings & Street Maintenance Municipal Services Complex 13-15 Linden Ave E Jersey City NJ 07305	11/30/2016	5096

PO #	PROJECT
	New Service and Service to Soft Bldg

DESCRIPTION	QTY	COST	TOTAL
Labor Only per prints E01, E02, E03, E04, E05, E06, E07 and E08 dated 11-8-16. *NOTE Material supplied by City of Jersey City		41,700.00	41,700.00

EXCLUSIONS
excavation
backfill
concrete pads
material
cutting, patching and painting
x-raying
overtime and/or shift work
utility fees, permit fees and DCA fees
taxes

Thank you for considering our quote.

TOTAL $41,700.00

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Requisition #
0177107

Assigned PO #

Vendor
LEEMARK ELECTRIC INC
208-210 WESTSIDE AVE
JERSEY CITY NJ 07305

LE328220

Dept. Bill To
SANITATION
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

Dept. Ship To
SANITATION
13-15 LINDEN AVENUE EAST
JERSEY CITY NJ 07305

Contact Info
Martin Valenti
2015474400

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ELECTRICAL WORK	04-215-55-943-990	38,500.00	38,500.00
		LABOR TO INSTALL EQUIPMENT SERVICES FOR THE STORAGE TENT			
		SEE ATTACHED			

Requisition Total 38,500.00

Req. Date: 12/01/2016
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: _____ 12/1/16.

This Is Not A Purchase Order

Patrice Lambert

From: Peter Folgado
Sent: Thursday, December 01, 2016 4:15 PM
To: Patricia Vega; Patrice Lambert
Subject: FW: Pay to Play reso - 0177107
Attachments: 2016_12_01_15_18_05.pdf

Importance: High

Pat,

First thing Monday morning, the attached will need a pay to play reso, the police vehicle lease under the coop will need a reso and there is a state contract reso for police..

Thank you

PETER FOLGADO
DIRECTOR OF PURCHASING, RPPO, QPA
CITY OF JERSEY CITY
DIVISION OF PURCHASING
394 CENTRAL AVE, 3RD FLOOR
JERSEY CITY, NJ 07307

(P) 201.547.4896
(F) 201.547.6585
(F) 201.369.7270

From: Silendra Baijnauth
Sent: Thursday, December 01, 2016 3:26 PM
To: Peter Folgado
Cc: Patrice Lambert; Brian Weller; Audrey Beckham; Martin Valenti
Subject: Pay to Play reso - 0177107
Importance: High

Mr. Folgado,
Please see attached for a rush order which requires a pay to play resolution. Can you please draft the resolution? Pay to play and EEO forms to follow. Should you have any questions, please get in contact with Marty.

Thanks so much,

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 Leemark Electric, Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/2/2016 (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 Leemark Electric, 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: Leemark Electric, Inc.

Signed _____ Title: President

Print Name Anthony Catanio Date: 12/2/2016

Subscribed and sworn before me
this ____ day of _____, 2____.
My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant) (Corporate Seal)

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <*name of business entity*> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <*name of entity of elected officials*> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (t).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

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
Anthony Catanio	11 College Dr. #3C, JC, NJ 07305

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: Lemark Electric, Inc.

Signed: [signature] Title: President

Print Name: Anthony Catanio Date: 12/5/16

Subscribed and sworn before me this 5 day of December 2016

My Commission expires:

[signature] (Affiant)

Michele Catanio

(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:	Leemark Electric, Inc.
Address:	208-210 West Side Ave
City: Jersey City	State: NJ Zip: 07305

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.

Signature | Anthony Catanio (Printed Name) | President (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
Leemark Electric	Lavarro for Council	8/9/16	$ 250.00
"	Joyce E Waterman	9/20/16	200.00
"	Lavarro for Council	11/10/16	250.00
"	Osborne for Council	11/18/16	150.00

☐ Check here if the information is continued on subsequent page(s)

Form Duplicate Cert.
Rev. 3/10

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED $75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME: Leemark Electric, Inc.

4. STREET	CITY	COUNTY	STATE	ZIP CODE
208-210 West Side Ave.	Jersey City	Hudson	NJ	07305

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Michele Catanio	[signature]	OFFICE MGR	12/5/16

7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
208-210 W. Side Ave.	JC	Hudson	NJ	07305	(201) 324-1300

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:		DIVISION OF REVENUE DLN #:	

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF $75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

****

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

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

CERTIFICATE NO:_____ DATES OF PAYROLL PERIOD USED: FROM_____ TO_____

NAME OF FACILITY:

Street City County State Zip Code

JOB CATAGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1					1	1					1
PROFESSIONALS												
TECHNICIANS	2					2						
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	3					3	1					1

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

NAME OF PERSON COMPLETING FORM (Print or Type). SIGNATURE DATE SUBMITTED

LAST FIRST MI

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

****

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Michele Ortanio
Representative's Signature: [signature]
Name of Company: Leemark Electric Inc.
Tel. No.: (201) 324-1310 **Date:** 12/5/16

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: Leemark Electric Inc

Address: 208-210 West Side Ave. JC NJ 07305

Telephone No.: (201) 324-1300

Contact Name: Michele Catanio

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

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

City Clerk File No. Res. 16.827

Agenda No. 10.Z.11

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 15.874, approved on December 16, 2015, awarded a one-year contract in the amount of $244,985.00 to **Amber Air** to provide HVAC and Boiler Maintenance 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 options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **December 16, 2016 and ending on December 15, 2017**; and

WHEREAS, the total cost of the contract renewal is **$244,985.00**; and

WHEREAS, funds in the amount of $10,000.00 are available in the Division of Buildings and Street Maintenance **Operating Account No. 16-01-201-26-291-310;** and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2017 calendar year temporary and permanent budgets.

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

1) The Mayor or Business Administrator is authorized to renew the agreement with **Amber Air** to provide HVAC and Boiler Maintenance Services for the City of Jersey City, Department of Public Works / Division of Buildings and Street Maintenance;

2) The renewal contract is for a one-year period effective as of December 16, 2016, and the total cost of the contract shall not exceed **$244,985.00;** and

3) 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.

(Continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.827

Agenda No. 10.Z.11 DEC 14 2016

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance **Operating Account No. 16-01-201-26-291-310** for payment of the above resolution.

Requisition # 0177009.

Purchase Order # 123179

November 28, 2016

APPROVED: 11/29/16. *Patrick Stamato, DPW Director*

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM R.R. 12-1-16

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AMBER AIR TO PROVIDE HVAC AND BOILER MAINTENANCE SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- HVAC and Boiler maintenance.
- Over 40 locations (see attached list).
- Includes preventative maintenance, repairs and parts.

Cost (Identify all sources and amounts)

01-201-26-291-310 (Buildings Operating)
Contract amount =$244,985.00
Temp. Encumbrancy =$10,000.00

Contract term (include all proposed renewals)

Exercising the first of two options to renew for an additional one year term effective as of 12/16/16 to 12/15/17.

Type of award Public Bid - Renewal

If "Other Exception", enter type

Additional Information

Original resolution # 15.874, approved 12/16/15.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 11/29/16

Signature of Purchasing Director **Date**

LIST OF PRICES:

Item No. 1 - Preventative Maintenance Service - Part A

The Bidder agrees to provide all labor, materials as outlined in the specifications, equipment and services required to perform the preventative maintenance as described in the specifications for the lump sum bid price of (broken down for each building):

Building	Address	Bid Price for Preventative Maintenance to be Performed by 5/15	Bid Price for Preventative Maintenance to be Performed by 9/15
Caven Point Building A	Caven Point Rd. and Chapel Avenue	$ 320.00	$
Caven Point Building B	Caven Point Rd. and Chapel Avenue	$ 148.00	$ 273.00
City Hall	280 Grove Street Jersey City, NJ	$ 148.00	$ 223.00
Consolidated Fire House	555 Newark Avenue Jersey City, NJ	$ 148.00	$ 223.00
Country Village Field House	Sycamore Rd. Jersey City, NJ	$ 148.00	$
Department of Public Works	13-15 Linden Ave. Jersey City, NJ	$ 2764.00	$ 616.00
Engine Co. No. 10	283 Halladay St. Jersey City, NJ	$	$ 151.00
Engine Co. No. 11	153 Lincoln Street Jersey City, NJ	$	$ 151.00
Engine Co. No. 13	153 Linden Ave Jersey City, NJ	$	$ 151.00
Engine Co. No. 15	200 Sip Avenue Jersey City, NJ	$	$ 151.00

BID PROPOSAL
(Continued)
Project No. 2015-001

Engine Co. No. 17	Kearney Avenue Jersey City, NJ	$ 148.00	$ 223.00
Engine Co. No. 18	218 Central Avenue Jersey City, NJ	$	$
Engine Co. No. 19	2 Bergen Avenue Jersey City, NJ	$	$ 151.00
Engine Co. No. 2	160 Grand Street Jersey City, NJ	$	$ 151.00
Rescue No. 1	585 Communipaw Ave. Jersey City, NJ	$	$ 223.00
Engine Co. No. 22	468 Ocean Avenue Jersey City, NJ	$	$ 151.00
Engine Co. No. 8	25 Ege Avenue Jersey City, NJ	$	$ 151.00
Engine Co. No. 9	697 Bergen Avenue Jersey City, NJ	$ 148.00	$ 151.00
Fire Credit Union	139 South Street Jersey City, NJ	$	$ 151.00
Fire Headquarters and Station	465 Marin Blvd. Jersey City, NJ	$ 300.00	$ 175.00
Gong Club	244 Bay Street Jersey City, NJ	$	$ 151.00
Hudson City Community Center	Summit Ave. (Pershing Field) Jersey City, NJ	$ 186.00	$ 111.00

BID PROPOSAL
(Continued)
Project No. 2015-001

Liberty Storage	13 Linden Avenue	$ 750.00	$
Municipal Justice Complex	365 Summit Avenue Jersey City, NJ	$ 714.00	$ 408.00
Pavonia Pool	Westside Avenue and Pavonia Avenue	$	$ 223.00
Pershing Field Pool	201 Central Avenue Jersey City, NJ	$ 186.00	$ 223.00
Pershing Field Ice Rink	201 Central Avenue Jersey City, NJ	$ 600.00	$ 280.00
Police District - East	205 - 207 7th Street Jersey City, NJ	$	$ 223.00
Police District - North	282 - 284 Central Ave. Jersey City, NJ	$ 97.00	$ 223.00
Police District - South	191 Bergen Avenue Jersey City, NJ	$	$ 223.00
Police District - West	NEW BLDG ~~[illegible] Ave.~~ Jersey City, NJ	$ 750.00	$
Reservoir Fire Station	715 Summit Avenue Jersey City, NJ	$ 240.00	$ 269.00
Roberto Clemente Field House	6th Street Jersey City, NJ	$ 77.00	$
Senior Citizen Building	28 Patterson Street Jersey City, NJ	$	$ 184.00
Senior Citizen Center	335 Bergen Avenue	$ 260.00	$ 633.00
Public Safety Ctr	75 Bishop St	3997.00	673.00
Parking Authority	394 Communtaire	750.00	

BID PROPOSAL
(Continued)
Project No. 2015-001

Mary McLeod Bethune Life Center	140 Martin Luther King Drive	$ 680.00	$ 248.00
Palisade Avenue Fire House	595 Palisade Avenue	$ 76.00	$ 112.00
TOTAL BID PRICE FOR PREVENTATIVE MAINTENANCE		$ 13635.00 (In Figures)	$ 7600.00 (In Figures)

TOTAL ITEM NO. 1 COMBINED 5/15 COLUMN AND 9/15 COLUMN

Twenty One Thousand Two Hundred Thirty Five 00/100 (In Writing) — $ 21235.00 (In Figures)

Item No. 2 - Monthly Service

The bidder agrees to provide monthly service as outlined in the specifications, for a period of one full year, for all equipment listed under all buildings requiring this service. The price shall include all material, labor and equipment to perform the described work.

Lump Sum Amount for all facilities:

Eighty Seven Thousand Sixty 00/100 (In Writing) — $ 87060.00 (In Figures)

Item No. 3 - Year Round Service

The bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon the actual quantity of time used; however, it shall not exceed the estimated quantity without prior written issuance by the City's Director of Purchasing.

1000 Hours	$ 76.69 /Hour	$ 76690.00
Estimated Quantity	Unit Cost Mechanic	Total Cost

BID PROPOSAL
(Continued)
Project No. 2015-001

Item No. 4 - Parts Allowance

Included in the total bid amount will be the sum of Sixty Thousand ($60,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Sixty Thousand 00/100 Dollars	$ 60,000.00
(In Writing)	(In Figures)

GRAND TOTAL - ITEMS 1, 2, 3, AND 4

Two Hundred Forty Four Thousand Nine Hundred Eighty Five & 00/100	$ 244985.00
(In Writing)	(In Figures)

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/ or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

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. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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

City Clerk File No. Res. 15.874

Agenda No. 10.Z.12

Approved: DEC 16 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC., FOR HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET 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 bids for **HVAC & Boiler Maintenance** for the **Department of Public Works/Building & Street Maintenance** pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids,** the lowest responsible bid being that from **Amber Air Inc., 702 Rahway Avenue, Union New Jersey 07083** in the total bid amount of **Two Hundred Forty Four Thousand, Nine Hundred Eighty Five ($244,985.00) Dollars;** and

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

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional 1 year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of **Two Hundred Forty Four Thousand, Nine Hundred Eighty Five ($244,985.00) Dollars** are available in **Operating Acct #01-201-26-291-310;** and

Department of Public Works/Building & Street Maintenance

Acct No.	P.O. #		Amount
01-201-26-291-310	119138	Temp. Encumb	$15,000.00
		Total Contract	$244,985.00

WHEREAS, the 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

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

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

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 15.874

Agenda No. 10.Z.12 DEC 16 2015

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC., FOR HVAC AND BOILER MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

RESOLVED, 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.; 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/Building & Street Maintenance

Acct No.	P.O. #		Amount
01-201-26-291-310	119138	Temp. Encumb	$15,000.00
		Total Contract	$244,985.00

Approved by _____
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pc
12/2/15

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.16.15

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

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

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): DONNA CONNELL / SEC

Representative's Signature: Donna Connell

Name of Company: AmBen Air Inc

Tel. No.: 908-686-2646 **Date:** 12/5/16

****

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

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

CERTIFICATE NO. 6619

DATES OF PAYROLL PERIOD USED: FROM 11-26-16 TO 12-2-16

NAME OF FACILITY: AMBER A.R. INC

Street: 702 Rahway Ave City: UNION County: UNION State: NJ Zip Code: 07083

JOB CATAGORIES	MALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	FEMALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1					1						
PROFESSIONALS	1					1						
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS	10					10	2		1			1
OPERATIVES												
LABORERS												
SERVICE WORKERS	1					1						
TOTAL	13					13	2		1			1

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

NAME OF PERSON COMPLETING FORM (Print or Type).

LAST: DONNA FIRST: CONNELL MI: SIGNATURE: Donna Connell DATE SUBMITTED: 12/5/16

ADDRESS (NO. & STREET): 702 Rahway Ave (CITY): UNION (STATE): NJ (ZIP): 07083 PHONE (AREA CODE, NO., EXTENSION): 908-686-2646

****

Certification 6619

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2016 to 15-FEB-2023

AMBER AIR, INC.
702 RAHWAY AVENUE
UNION NJ 07083

FORD M. SCUDDER
Acting State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	AMBER AIR, INC.
Trade Name:	
Address:	702 RAHWAY AVE UNION, NJ 07083-6634
Certificate Number:	0617859
Date of Issuance:	November 01, 2005

For Office Use Only:

20051101181035671

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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Donna Connell - Sec.
Representative's Signature: Donna Connell
Name of Company: Amber Air Inc.
Tel. No.: 908-681-7647 Date: 12-5-16

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: AMBER AIR INC

Address: 702 RAHWAY AVE UNION NJ 07083

Telephone No.: 908-686-2646

Contact Name: PAUL CONNELL

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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 AmBer Air, Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 12-5-16 (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 AmBer Air, 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: AmBer Air, Inc

Signed Donna Connell Title: Sec

Print Name Donna Connell Date: 12/5/16

Subscribed and sworn before me
this 5 day of Dec, 2016
My Commission expires:

JENNIFER CONNELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 31, 2021

Janice Borga
(Affiant)
JANICE BORGA
(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.

G:\WPDOCS\IRENE\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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).

Steven Fulop for Mayor 2017	**Hallanan for Council**
Lavarro for Councilman	**Friends of Richard Boggiano**
Friends of Joyce Watterman	**Michael Yun**
Friends of Daniel Rivera	**Osborne for Council**
Gajewski for Council	**Friends of Councilwoman Diane Coleman**

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
Donna Connell	15 Sunset Dr Hackettstown NJ
Mildred Connell	3 Oakland Ct Denville NJ

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: Ambulance Inc
Signed: Donna Connell Title: Sec
Print Name: Donna Connell Date: 12-5-16

Subscribed and sworn before me this 5 day of Dec, 2016

My Commission Expires: JOHN P. O'CONNELL NOTARY PUBLIC OF NEW JERSEY My Commission Expires July 31, 2021

Janice Rosa (Affiant)
JANICE ROSA
(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:	AMBER AIR INC		
Address:	782 Rahway Ave		
City:	UNION	State: NJ	Zip: 07083

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.

Signature	Printed Name	Title
Donna Connell	DONNA CONNELL	Sec

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
			$

☐ 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. 16.828

Agenda No. 10.Z.12

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC FOR HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/BUILDING AND STREETS

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on November 22, 2016 for Hardware Supplies for the Department of Public Works/Building and Streets; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the One Hundred and Twenty Six (126) Items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of **Fifty Nine Thousand, Five Hundred Forty Nine ($59,549.45) Dollars and Forty Five cents,** will be budgeted for the 2016 & 2017 budgets; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Duncan Hardware, Inc to be fair and reasonable; and

WHEREAS, the sum of Five Thousand $5,000.00 is available in Operating Account No. 01-201-26-291-211; 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 an agreement with Duncan Hardware, Inc for the Department of Public Works/Division of Sanitation;

2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;

3. The minimum and maximum quantities for One Hundred and Twenty Six (126) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.828

Agenda No. 10.Z.12 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC FOR HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/BUILDING AND STREETS

6. 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, _____ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Sanitation

Acct #	P.O #		Amount
01-201-26-291-211	123229	Temp. Encumb.	$5,000.00
		TOTAL CONTRACT	$59,549.45

Approved by _____
Peter Folgado, Director of Purchasing

PF/pc
12/1/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

B.R
12-5-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE TO SUPPLY AND DELIVER HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- To supply and deliver hardware supplies to maintain all City owned buildings and facilities.
- Open – end contract.
- Some of the items are tap valves, toilet lines, floor tiles, drop ceilings, supply lines, etc
- Local Vendor

Cost (Identify all sources and amounts)

01-201-26-291-211 (Buildings Operating)
Contract amount =$59,549.45
Temp. Encumbrancy =$5,000.00

Contract term (include all proposed renewals)

There are two (2) one (1) year options to exercise.

Type of award Public Bid - Contract Award

If "Other Exception", enter type

Additional Information

- One bidder
- Duncan Hardware

I certify that all the facts presented herein are accurate.

Orlando Dayman 11/23/16

Signature of Department Director **Date**

Signature of Purchasing Director **Date**

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

W. GREG KIERCE
ACTING DIRECTOR

Date: November 23, 2016

To: Peter Folgado, Purchasing Director

From: Walter Kierce , Acting DPW Director

Subject : **Recommendation Letter (Hardware Supplies)**

Please be advised, after a careful and thorough review of bid received for hardware supplies, I recommend that the contract be awarded to the vendor listed below:

VENDOR NAME	REQUISTION #	ACCOUNT #	CONTRACT AMOUNT	TEMPORARY ENCUMBRANCY
DUNCAN HARDWARE	0176588	01-201-26-291-211	$59,549.45	$5,000.00

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the **December 14, 2016 Council meeting**.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Thanks and have a great day!!!!!!!!

WK/sb

Walter Kierce, Acting Director for

C: Raquel Tosado, Contracts Manager
John McGrath, Director of Buildings and Street
Hector Ortiz, Asst. DPW Director
Eileen McCabe, Sr. Adm Analyst
Zakia Gregory, Asst. Spvr Accounts
Paola Campbell, Purchasing Division

BID SPECIFICATIONS FOR HARDWARE SUPPLIES

0176588

BID PROPOSAL/DOCUMENTS

HARDWARE SUPPLIES
DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below.
Vendor will bid on the maximum quantities.

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
1	0-200 ea.	Gerber (Water Supply Tap Valves) or Approval Equal	2.77	554.00
2	0-200 ea.	Bowl- X (Toilet Wax Rings)	1.25	250.00
3	0-200 ea.	12" Toilet Supply Lines	1.65	330.00
4	0-60 ea.	72" Supply Lines	13.88	832.80
5	0-40 ea.	1/8" Black Plugs	.54	21.60
6	0-100 ea.	Boxes Armstrong 7550 Ceiling Tiles, 2"X 4" or Approved Equal	66.00	6600.00
7	0-100 ea.	Wax Applicators	2.32	232.00
8	0-40 ea.	Arrow (Packs 3/8" Staples)	3.30	132.00
9	0-60 ea.	PVC Adapters 1 ½" PVC – 1 ½" IPS	.55	33.00
10	0-60 ea.	PVC Adapters 2" PVC – 2" IPS	.70	42.00
11	0-40ea.	Company Henry #430 (3 Gallons Tile Adhesive) or Approved Equal	38.50	1540.00
12	0-80 ea.	Clear Phenoseal (Tubes Silicone Caulking)	3.30	264.00
13	0-20 ea.	Jackson Heavy Duty Steel with flat free Tiro #M6FFBB (No Substitute)	129.00	2580.00
14	0-20 ea.	Con Krylon Spray Paints or Approved Equal	3.80	76.00
15	0-20 ea.	Ideal 2 5/8" Horse Clamps #6X200	.69	13.80
16	0-40 ea.	Duracell, Procell AAA Batteries 12pcs per pack or Approved Equal	4.40	176.00
17	0-40 ea.	Duracell, Procell AA Batteries 12pcs. Per Pack or Approved Equal	4.40	176.00

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07306-6602

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
18	0-20 ea.	Duracell, Procell D Batteries 12pcs. Per Pack or Approved Equal	13.40	268.00
19	0-20 ea.	8" Rigid Pipe Wrench #31055	17.66	353.20
20	0-20ea.	10" Rigid Pipe Wrench #31010	21.88	437.60
21	0-100 ea.	3/8" Zing Washers	.05	5.00
22	0-6 Cases	24 rolls per case, 60 yds per roll, 3M #425.2 Large Duct Tape	76.00	456.00
23	0-20 ea.	Fluted Lbs Masonry Nails	3.80	76.00
24	0-20 ea.	Newborn Caulking Guns with puncture pin #111	4.80	96.00
25	0-20 ea.	Delta Sink Strainers or Approved Equal	5.10	102.00
26	0-20 ea.	Lbs Plumbers Putty E-Z Weld	1.88	37.60
27	0-20 ea.	5" Union Painting Trowels	2.30	46.00
28	0-200 Cases	Armstrong Floor Tile, White Pebble or Approved Equal	40.40	8080.00
29	0-20 ea.	Fine, 4" Tee Plates	1.50	30.00
30	0-40 ea.	3/8" Carbide Tipped Masonry Bits, Dewalt #DW5230 (No Substitute)	2.77	110.80
31	0-10 ea.	Wener 6' Fiberglass Stepladder, Type 1-A #6206 (No Substitute)	85.00	850.00
32	0-10 ea.	Wener 8' Fiberglass Stepladder Type 1-A #6208 (No Substitute)	113.40	1134.00
33	0- 10ea.	Wener 10' Fiberglass Stepladder, Type 1-A #6210 (No Substitute)	144.00	1440.00
34	0-10 ea.	Wener 12' Fiberglass Stepladder Type 1-A #6212 (No Substitute)	219.00	2190.00
35	0-10 ea.	Anti Seize Roles Teflon Tapes	119	1190
36	0-10 ea.	Bosch Dremel Multi Tools or Approved Equal	59.00	590.00
37	0-10 ea.	Bosch 125 Pieces Dremel Parts or Approved Equal	23.00	230.00
38	0-10 ea.	Polyethylene Sheeting-6 mil, 10' X 100" #C0610	34.00	340.00

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07306-6602

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
39	0-5 ea.	Lenox Sawzall Blades, Metal, 25pcs per pkg #B118R, 6" (No Substitute	93.00	490.00
40	0-5 ea.	Lenox Sawzall Blades, Metal, 25pcs per pkg. #B606R,6" (No Substitute)	54.00	270.00
41	0-5 ea.	Lenox Sawzall Blades, Metal, 25pcs per pkg. #B606R, 6" (No Substitute	54.00	270.00
42	0-30 ea.	Hilti Shot, Red Ram set #5RS27 or Approved Equal	8.60	258.00
43	0-50 ea.	UHP Door Checks, Size 4, Aluminum Universal #504	29.00	1450.00
44	0-5 ea.	Bucket ¼" Proof Coil Chain #169052	132.00	660.00
45	0-20 ea.	16 Gauge Anchor Wire, 200 Roll Coil	6.80	136.00
46	0-40 ea.	Yellow Caution Tape, Hanson, 3" X1000 #14995 or Approved Equal	6.15	246.00
47	0-10 ea.	Porter Cable Band Nails, 18 Gauge, 1" 3000pcs per box (No Substitute)	6.50	65.00
48	0-10 ea.	Porter Cable Band Nail, 18 Gauge, 1 ¼" 5000pcs per box (No Substitute)	11.50	115.00
49	0-10 ea.	Porter Cable Band Nails, 18 Gauge, 1 ½" 5000pcs per box (No Substitute)	12.50	125.00
50	0-10 ea.	Porter Cable Band Nails, 18 Gauge, 2" 5000pcs per box (No Substitute)	13.80	138.00
51	0-10 ea.	Plastic Anchor Kit, Size 10-12, 100pcs per with ¼" X 4 Masonry bit	6.80	68.00
52	0-5 ea.	Heavy duty Utility Blades, Stanley, 100pcs per pkg. 11-921A or Approved Equal	12.50	62.50
53	0-20 ea.	Porter Cable Hook & Loop5", 8 Hole Grit 220 or Approved Equal	2.00	40.00
54	0-20 ea.	Porter Cable Hook & Loop 5", 8 Hole Grit 150 or Approval Equal	2.00	40.00
55	0-20 ea.	7" ¼" Carbide Tipped Circular Saw Blades, 24 tooth, Freud 5/8 Arbor	8.50	170.00
56	0-20 ea.	8 ¼" Carbide Tipped Circular Saw Blades, 24 tooth, Freud 5/8 Arbor	16.40	328.00

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07306-6602

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
57	0-20 ea.	12" Carbide Tipped Circular Saw Blades, 80 tooth, Freud 1" Arbor	49.00	980.00
58	0-20 ea.	Anderson ½ X 2 Brass Nipples or Approved Equal	1.69	33.80
59	0-20 ea.	Anderson ½" Close Brass Nipples or Approved Equal	1.05	21.00
60	0-20 ea.	Anderson ½" Brass Union or Approval Equal	5.15	103.00
61	0-20 ea.	Anderson Brass Couplings or Approval Equal	1.85	37.00
62	0-40 ea.	WD40, 15oz Aerosol Can	5.70	228.00
63	0-5ea.	Dormont Gas Hose Adapters or Approved Equal	3.25	16.25
64	0-20 ea.	Dormont 48" Gas Hose or Approval Equal	10.40	208.00
65	0-10 ea.	Dormont Hose Nozzles with adjustable back set or Approval Equal	7.80	78.00
66	0-10 ea.	S. Parker Entry Combos #95512 or Approval Equal	18.88	188.80
67	0-4 ea.	Arrow T50 Hammer Tackers or Approval Equal	32.00	128.00
68	0-10 ea.	Arrow T50 5/16 Staples, 1250 per box or Approval Equal	3.20	32.00
69	0-10 ea.	Fluke Voltage and Current Testers #4CB86	179.00	1790.00
70	0-10 ea.	Stanley 4 ½" Hasplocks or Approved Equal	5.20	52.00
71	0-10 ea.	Leviton Touch Dimmer Switch #4CB86	8.65	86.50
72	0-10 Eea.	Roles 36" X 100' Aluminum Screen	72.00	720.00
73	0-40 Gal	Mini Wax Cherry Wood Stain	28.40	1136.00
74	0-40 ea.	Apex Bit Holders #06695001 or Approval Equal	2.76	110.40
75	0-40 ea.	Anderson ¾" Brass Bushing or Approval Equal	1.48	59.20

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07306-6602

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
76	0-20 ea.	Stanley Packs Tee Hinges or Approval Equal	2.38	47.60
77	0-10 ea.	Tuf-E-Nuf Breakaway Knives #00122 or Approval Equal	2.50	25.00
78	0-20 ea.	Coleman 25' Extension Cords, 12/3 #604427-00-02 or Approval Equal	15.56	311.20
79	0-20 ea.	Stanley 20oz. Large Hammer or Approval Equal	9.25	185.00
80	0-40 ea.	Stanley 16oz. Medium Hammer or Approved Equal	7.50	300.00
81	0-10 ea.	½" Flux Brushes	.40	4.00
82	0-20 ea.	Bucket Aprons 5gals. 52 pocket	16.00	320.00
83	0-20 ea.	Anderson ½" Copper Couplings or Approval Equal	.28	5.60
84	0-10 ea.	Lbs Rockite Plaster of Paris	2.75	27.50
85	0-30 ea.	10" Saw Blade Freud, 80 tooth 1' Arbor	47.78	1433.40
86	0-30 ea.	Swan 5/8" X 50' Water Hose #PM580	19.56	586.80
87	0-20 ea.	Tuf Tag Rope Pulleys	2.50	50.00
88	0-10 ea.	King Cotton Polyester 1000ft. Ropes #61008	47.50	475.00
89	0-10 ea.	Victor Propane Torch Kits #0387-0472 or Approval Equal	32.00	320.00
90	0-30 ea.	Stanly Quick Change Utility Knives #5C944 or Approval Equal	5.50	165.00
91	0-30 ea.	Stanley 2" Putty Knives or Approval Equal	2.35	70.50
92	0-10 ea.	Roles 6" Roofing Membrane	18.00	180.00
93	0-20 ea.	Armstrong Gals Flashing Cement or Approval Equal	9.50	190.00
94	0-10 ea.	Lbs Floor Patch	4.75	47.50
95	0-10 ea.	Gals Mini Wax Oak Wood Stain	28.80	288.00
96	0-10 ea.	North Safety Respirators	18.50	185.00
97	0-10 ea.	Stanley Dry Wall Saw or Approval Equal	6.25	62.50

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07306-6602

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
98	0-4 ea.	Zinc Boxes 5/16 Hex Nuts	3.00	12.00
99	0-10 ea.	Formica Brand Gal Contact Cement	27.15	271.50
100	0-10 ea.	25' Stanley ¾" wide Tape Measures or Approval Equal	7.88	78.80
101	0-40 ea.	6 in 1 Crescent Screwdrivers or Approval Equal	5.90	236.00
102	0-10 ea.	Arrow Hammer Tacker TO #6A506 or Approval Equal	32.00	320.00
103	0-10 ea.	Boxes of Arrow 3/8 Staples or Approval Equal	9.40	94.00
104	0-10 ea.	50' Extension Cords 12 Gauge or Approval Equal	27.35	273.50
105	0-10 ea.	Stanley 1 ½' Wood Chisel or Approval Equal	8.23	82.30
106	0-10 ea.	Anderson ¾" Brass Hose Fittings or Approved Equal	3.70	37.00
107	0-20 ea.	Computer grade wire mold 6' cord Surge Protectors	7.87	157.40
108	0-10 ea.	True Value 6' Appliance Cords or Approval Equal	7.56	75.60
109	0-20 ea.	Nibco ¾" Boiler Drain Valves or Approval Equal	3.75	75.00
110	0-20 ea.	Four Way Shut off Keys	2.25	45.00
111	0-20 ea.	American 3/8" Sink Shut Off Valves or Approval Equal	2.70	54.00
112	0-20 ea.	Spar Lock Installation Kits	10.45	209.00
113	0-20 ea.	Stanley Magnetic Bit Holders or Approval Equal	1.86	37.20
114	0-20 ea.	Mini Wax Gal Acctone	12.69	253.80
115	0-100 ea.	Streets of 3-M Sand Paper	.35	35.00
116	0-10 ea.	Scotch Tape Dispensers or Approval Equal	4.88	48.80
117	0-10 ea.	Armstrong Cases of 1000 PCs of Drop Ceiling or Approved Equal	360.00	3600.00

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07306-6602

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
118	0-10 ea.	True Value Glass Push Point or Approval Equal	.86	8.60
119	0-10 ea.	Duracell two Cell Flash Lights or Approval Equal	4.60	46.00
120	0-32 ea.	True Value Picture Hooks or Approval Equal	1.15	36.80
121	0-10 ea.	True Value Poles of Picture Wire or Approval Equal	3.10	31.00
122	0-10 ea.	Rubber Maid Applicator or Approval Equal	4.15	41.50
123	0-80 ea.	Stakool Five Gal Pails Flexible White Roof Coating	76.56	6,124.80
124	0-30 ea.	Phenoseal Heavy Duty Liquid Nails	2.32	69.60
125	0-10 ea.	Wagner Heat Guns or Approval Equal	19.79	197.90
126	0-10 ea.	Stanley Chalk E Line Sets of Approval Equal	4.10	41.00

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are 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, then 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. The term of the contract is one year.

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07306-6802

GRAND TOTAL PRICE ITEMS 1 THROUGH 126

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 126. The supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

Fifty Nine Thousand Five Hundred Forty Nine & 45/ $59,549.45

(In Writing) (In Figures)

The contract will be awarded based on the grand total amount for Items 1 through 126. If the grand total price is found to have been incorrectly computed, change 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. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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

The contractor and the CITY of J.C., (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, 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): RONALD S. EBERLE
Representative's Signature: Ronald S. Eberle
Name of Company: DUNCAN HARDWARE, INC
Tel. No.: 201-435-1700 Date: 11/18/16

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: DUNCAN HARDWARE INC

Address: 776 W SIDE AVE JERSEY CITY NJ 07306-5602

Telephone No.: 201 435-1700

Contact Name: RONALD S. EBERLE

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 7161

RENEWAL

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

15-MAR-2012 to 15-MAR-2020

DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY NJ 07306

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF TAXATION
P.O. BOX 269
TRENTON, NJ 08646-0262

TAXPAYER NAME:
DUNCAN HARDWARE, INC.

TRADE NAME:
DUNCAN TRU-VALUE HARDWARE

ADDRESS:
776 WEST SIDE AVE
JERSEY CITY NJ 07306

SEQUENCE NUMBER:
00625510

EFFECTIVE DATE:
09/16/49

ISSUANCE DATE:
03/28/05

Director

FORM-BRC (06-01)

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

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062510 FOR DUNCAN HARDWARE, INC. IS VALID.

VERIFIED
PC

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

City Clerk File No. Res. 16.829

Agenda No. 10.Z.13

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH GLOPAK CORPORATION TO SUPPLY AND DELIVER 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, Resolution No. 15.796, approved on November 10, 2015, awarded a one-year contract in the amount of $47,585.00 to **Glopak Corporation** to supply and deliver large black plastic garbage bags for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **November 11, 2016 and ending on November 10, 2017**; and

WHEREAS, the total cost of the contract renewal is **$47,585.00**; and

WHEREAS, funds in the amount of $3,000.00 are available in the Division of Park Maintenance **Operating Account No. 16-01-201-28-375-206.**

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

1) The Mayor or Business Administrator is authorized to renew the agreement with **Glopak Corporation** to supply and deliver large black plastic garbage bags for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;

2) The renewal contract is an open-end contract and is for a one-year period effective as of November 11, 2016, and the total cost of the contract shall not exceed **$47,585.00;**

3) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

4) 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.

(Continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.829

Agenda No. 10.Z.13 DEC 14 2016

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH GLOPAK CORPORATION TO SUPPLY AND DELIVER LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

I, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance **Operating Account No. 16-01-201-28-375-206** for payment of the above resolution.

Requisition # D176831.

Purchase Order # 123142

Temp. Encumbrancy $ 3,000.00

November 15, 2016

APPROVED: *Walter Kierce, Acting DPW Director* 11/15/16.

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM R.R. 12-1-16.

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH GLOPAK CORPORATION TO SUPPLY AND DELIVER LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Acting Director
Phone/email	201-547-4449	socasio@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- To supply and deliver large black plastic bags.
- Open – end contract.
- Bags are used for garbage pickup at various parks citywide.
- Unit cost for the 38" X 59" is $27.44.
- Unit cost for the 42" X 46" is $31.53.

Cost (Identify all sources and amounts)

01-201-28-375-206 (Park Operating)
Contract amount =$47,585.00
Temp. Encumbrancy =$3,000.00

Contract term (include all proposed renewals)

Exercising first of two options to renew for an additional one year period as of 11/11/16 to 11/10/17.

Type of award Public Bid - Contract renewal

If "Other Exception", enter type

Additional Information

- Original Resolution # 15.796, approved 11/10/15.

I certify that all the facts presented herein are accurate.

Signature of Department Director for — **Date** 11/15/16

Signature of Purchasing Director — **Date**

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)	27.44	19,208.00
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)	31.53	28,377.00

NOTE: This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are 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, then 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.

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.

Forty-seven thousand-five-hundred-eighty-five
In Writing)

$ 47,585.00
(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.

Requisition #
0176831

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
GLOPAK CORP.
132 CASE DR.
SOUTH PLAINFIELD NJ 07080

GL236280

Dept. Bill To
PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Dept. Ship To
PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Sammy Ocasio
2015474449

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	CONTRACT RENEWAL FOR	01-201-28-375-206	3,000.00	3,000.00

LARGE BLACK PLASTIC GARBAGE BAGS

EXERCISING FIRST OF TWO OPTIONS TO RENEW CONTRACT
FOR AN ADDITIONAL ONE YEAR PERIOD

CONTRACT DURATION: 11/11/16 TO 11/10/17
RENEWAL AMOUNT =$47,585.00

TEMPORARY ENCUMBRANCY =$3,000.00

ORIGINAL RESO # 15.796, APPROVED 11/10/16

PARTIAL PAYMENT VOUCHERS

Requisition Total **3,000.00**

Req. Date: 11/15/2016
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: Solenche Baijnauth
11/15/16

This Is Not A Purchase Order

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

City Clerk File No. Res. 15.796

Agenda No. 10.W

Approved: NOV 10 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GLOPAK CORPORATION FOR SUPPLY AND DELIVER 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 of Jersey City advertised for the receipt of bids on October 6, 2015 for Large Black Plastic Garbage Bags for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the Two (2) Items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of **Forty Seven Thousand, Five Hundred Eighty Five ($47,585.00) Dollars,** will be budgeted for the 2015 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Glopak Corporation to be fair and reasonable; and

WHEREAS, the sum of Fifteen Thousand $15,000.00 is available in Operating Account No. 01-201-28-375-206; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Glopak Corporation for the Department of Public Works/Division of Park Maintenance;

2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;

3. The minimum and maximum quantities for two (2) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 15.796

Agenda No. 10.M NOV 10 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO GLOPAK CORPORATION FOR SUPPLY AND DELIVER LARGE BLACK PLASTIC GARBAGE BAGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

6. 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, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Park Maintenance

Acct #	P.O #		Amount
01-201-28-375-206	118874	Temp. Encumb.	$15,000.00
		TOTAL CONTRACT	$47,585.00

Approved by: Raquel Lozado, RPPS
Peter Folgado, Director of Purchasing

PF/pc
10/28/15

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 11 10 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Glopak Corporation

132 CASE DRIVE SOUTH PLAINFIELD, N. J. 07080
(908) 753-8735
FAX (908) 753-8739
WWW.GLOPAKCORP.COM

November 4, 2016

Sammy Ocasio
Acting Director
Division of Park Maintenance
City of Jersey City
Department of Public Works
13-15 Linden Avenue East, 3rd Floor
Jersey City, NJ 07305

Dear Mr. Ocasio,

I am writing to express Glopak Corporation's interest in renewing the Supply and Delivery of Large Black Plastic Garbage Bags contract for Jersey City's Park Maintenance. Please accept the enclosed information.

Thank you for the opportunity to serve the City of Jersey City.

Sincerely,

Cydnee Martin, CEO
Glopak Corporation

Enclosures

RECEIVED
2016 OCT -9 AM 8:47
CITY OF JERSEY CITY
PARK MAINTENANCE

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

W. GREG KIERCE
ACTING DIRECTOR

November 2, 2016

Glopak Corporation
132 Case Drive
South Plainfield, N.J. 07080
ATTN: Cydnee Martin, CEO

Subject – Renewal Supply and Delivery of Large Black Plastic Garbage Bags

Dear Ms. Martin

Your present contract for Supply and Delivery of Large Black Plastic Garbage Bags for the City of Jersey/Division of Park Maintenance is due to expire on November 9, 2016. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumers Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Numbers will not be available until November 10, 2016, and at that time we will be contacting the Bureau of Labor Statistics for that number. **Please confirm this renewal and terms in writing A.S.A.P. Also attached EEO/Affirmative Action and Play to Play information which need to be filled out and returned along with your conformation letter and Business Registration information.**

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email elizabet@jcnj.org

Sincerely,

Sammy Ocasio, Acting Director
Division of Park Maintenance

See attached forms complete and return originals :
Equal Employment Opportunity – EEO Affirmative Action – Goods, Professional Service and General Service Contracts Requirements - Play to Play forms

04/02/11

Taxpayer Identification#

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)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

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:
GLOPAK CORP

TRADE NAME:

ADDRESS:
132 CASE DR
SOUTH PLAINFIELD NJ 07080

SEQUENCE NUMBER:
0063892

EFFECTIVE DATE:
05/16/66

ISSUANCE DATE:
04/02/11

Director
New Jersey Division of Revenue

FORM-BRC

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 AND ENTERPRISE SERVICES
SHORT FORM STANDING

GLOPAK CORP.

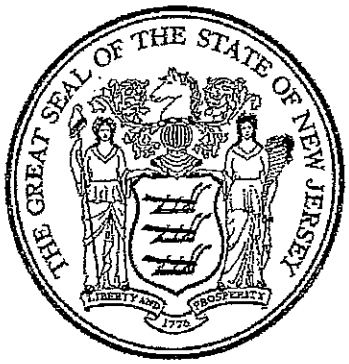
4167816000

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 May 16, 1966.

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:

Cydnee Martin
132 Case Drive
South Plainfield, NJ 07080



Certification# 136975685

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 28th day of July, 2015

Robert A Romano
Acting State Treasurer

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

(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 employmentgoals 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

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): Cydnee Martin, CEO

Representative's Signature: Cydnee Martin

Name of Company: Glapak Corporation

Tel. No.: 908-753-8735 Date: 11/3/16

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 Glopak Corporation (name of business entity) has not made any reportable contributions in the **one-year period preceding 2016 (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 Glopak Corporation (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: Glopak Corporation

Signed: [signature] Title: Cydnee Martin CEO

Print Name: K Gutierrez Date: 11/3/2016

Subscribed and sworn before me
this 17 day of May, 2017
My Commission expires:

KARINA GUTIERREZ
Commission # 2420982
Notary Public, State of New Jersey
My Commission Expires
May 17, 2017

[signature]
(Affiant)

Cydnee Martin
(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.

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:	Glopak Corporation		
Address:	132 Case Drive		
City: South Plainfield	State: NJ	Zip: 07080	

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.

Signature	Printed Name	Title
[signature]	Cydnee Martin	CEO

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 contributions			$

☐ Check here if the information is continued on subsequent page(s)

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).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

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
Barbara Martin	448 Fawns Run Morganville NJ 07751

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: Globax Corporation
Signed: [signature] Title: Cyanee Martin CEO
Print Name: K Gutierrez Date: 11/4/16

Subscribed and sworn before me this ___ day of 11/4, 2016

My Commission expires:

KARINA GUTIERREZ
Commission # 2420982
Notary Public, State of New Jersey
My Commission Expires
May 17, 2017

[signature] (Affiant)
Cyanee Martin, CEO
(Print name & title of affiant) (Corporate Seal)

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: Glopak Corporation

Address: 132 Case Dr., South Plainfield, NJ, 07080

Telephone No.: (908) 753-8735

Contact Name: Cydnee Martin

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 46465

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

GLOPAK CORPORATION
132 CASE DRIVE
S PLAINFIELD NJ 07080

Andrew P. Sidamon-Eristoff
State Treasurer

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

[X] NEW HIRES [ ] PROMOTIONS [ ] TRANSFERS [X] TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY) - current employees

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 10/24/16 TO 10/30/16

NAME OF FACILITY: Glopak Corp.

132 Case Drive S. Plainfield Middlesex NJ 07080
Street City County State Zip Code

6 terminated 6 hired

JOB CATAGORIES	MALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	FEMALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	7	4	2	Ø	1	3	2	2	Ø	Ø	Ø	Ø
PROFESSIONALS	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø
TECHNICIANS	4	1	1	Ø	1	1	Ø	Ø	Ø	Ø	Ø	Ø
SALES WORKERS	2	1	Ø	Ø	Ø	1	Ø	Ø	Ø	Ø	Ø	Ø
OFFICE & CLERICAL	3	2	1	Ø	Ø	Ø	2	1	1	Ø	Ø	Ø
CRAFTWORKERS	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø
OPERATIVES	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø
LABORERS	8	4	3	Ø	Ø	1	2	Ø	2	Ø	Ø	Ø
SERVICE WORKERS temp	7	Ø	7	Ø	Ø	Ø	2	Ø	2	Ø	Ø	Ø
TOTAL	31	12	14	Ø	2	6	8	3	5	Ø	Ø	Ø

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

NAME OF PERSON COMPLETING FORM (Print or Type). SIGNATURE DATE SUBMITTED

LAST FIRST MI
Martin Cydnee D. 11/4/16

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)
321 5th St. #2 Jersey City, NJ 07302 201-420-0180

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

The contractor and the CEO of Glopak Corp (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Cydnee Martin, CEO
Representative's Signature: Cydnee Martin
Name of Company: Glopak Corporation
Tel. No.: 908-753-8735 Date: 11/3/16

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

APPROVED

under the

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

This certificate acknowledges **GLOPAK CORPORATION** as a **Category 3** 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/.

Andrew Pantelides
Assistant Director

Issued: November 12, 2013
Certification Number: 65077-11

Expiration: November 11, 2016

THIS CERTIFIES THAT

Glopak Corporation

NMSDC
National Minority Supplier
Development Council

* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 326111

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/08/2016	NY03736
Issued Date	**Certificate Number**

Joset Wright-Lacy

Joset B. Wright-Lacy

12/30/2017	Terrence Clark
Expiration Date	**Terrence Clark, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

COUNTY OF HUDSON

MINORITY AND WOMEN BUSINESS ENTERPRISE

Certificate of Registration

This certifies that **Glopak Corporation** is a registered business with Hudson County's Office of Minority and Women Business Enterprise Program for the period of January 1, 2016 to December 31, 2018.

Frances O. Thompson, PhD
Director, Office of Minority Women & Business Enterprise

Michelle E. Richardson
Director, Department of Parks & Community Services

THOMAS A. DEGISE
HUDSON COUNTY EXECUTIVE
AND THE
HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

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

City Clerk File No. Res. 16.830

Agenda No. 10.Z.14

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PASTORE MUSIC, INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A MUSIC SOUND SYSTEM FOR THE DEPARTMENT OF RECREATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Recreation needs to purchase a new music sound system; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes and obtained one proposal with the lowest, responsive and responsible being that from Pastore Music Inc., 507-32nd Street, Union City, New Jersey 07087 in the total amount of Twenty Thousand, Four Hundred Sixty Six Dollars ($20,466.00); and

WHEREAS, the Purchasing Director has certified that he considers said proposal 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-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Recreation has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political 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 $20,466.00 are available in the **Capital Account**;

Account	PO #	Amount
04-215-55-972-990	122928	$20,466.00

(Continue on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.830

Agenda No. 10.Z.14 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PASTORE MUSIC, INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A MUSIC SOUND SYSTEM FOR THE DEPARTMENT OF RECREATION

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

1. A contract in the amount of $20,466.00 is awarded to Pastore Music, Inc. for the purchase, delivery and installation of a music system.

2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been performed and that the requirements of the contract met, then 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.

I _____, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $20,466.00 are available in the **Capital Account;**

Account	PO #	Amount
04-215-55-972-990	122928	$20,466.00

Peter Folgado, Director of Purchasing, QPA, RPPO

11/8/16
Date

PF/pv
11/2/16

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution Fact Sheet:

This summary sheet is to be attached to the front of any resolution that is submitted for the Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PASTORE MUSIC, INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A MUSIC SOUND SYSTEM FOR THE DEPARTMENT OF RECREATION IN THE AMOUNT OF $20,466.00

Project Manager

Department/Division	Recreation	MUSICAL SOUND SYSTEM
Name/Title	Joseph Iwuala	Fiscal Officer
Phone/email	201-547-4446	jiwuala@jcnj.org

Resolution Purpose

The purpose of this resolution is to install musical sound system at the City Pershing Field facility that would enhance the recreational use of the facility for City residents.

I certify that all facts presented herein are accurate

Signature of Department Director

QUOTE SHEET

P.O. NO.	122928	PASTORE MUSIC INC.				WILD MUSIC PRODUCTIONS			
REQ. NO.	176690								
DEPT/DIV	RECREATION								
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	MUSIC SOUND SYSTEM	1	EA	$20,466.00	$ 20,466.00	$22,758.00	$ 22,758.00	$ -	$ -
2					$ -	$ -	$ -		$ -
3					$ -	$ -	$ -		$ -
4									
5									
6									
7									
8									
9									
10									
		SUB-TOTAL			$ 20,466.00		$ 22,758.00		$ -
	DELIVERY/SHIPPING/HANDLING				$ -				$ -
			TOTAL		$ 20,466.00		$ 22,758.00		$ -

NOTES:

QUOTE SHEET

P.O. NO.	122928	PASTORE MUSIC INC.				WILD MUSIC PRODUCTIONS			
REQ. NO.	176690								
DEPT/DIV	RECREATION								
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	MUSIC SOUND SYSTEM	1	EA	$20,466.00	$ 20,466.00	$22,758.00	$ 22,758.00	$ -	$ -
2					$ -	$ -	$ -		$ -
3					$ -	$ -	$ -		$ -
4									
5									
6									
7									
8									
9									
10									
		SUB-TOTAL			$ 20,466.00		$ 22,758.00		$ -
	DELIVERY/SHIPPING/HANDLING				$ -				$ -
			TOTAL		$ 20,466.00		$ 22,758.00		$ -

NOTES:

Wild Music Productions

646-808-5744 wild.music@hotmail.com

Attn:Kevin

City of Jersey City

1 Journal Square Plaza

Jersey City, N.J. 07306

Proposal

Quantity	Description	Price	Total
1-Mackie Profx	Booth Mixer	$ 150.00	$ 150.00
1-Ashly MX508	Rack Mounted Eight Channel Mixer	$1440.00	$1440.00
1-Furman PL-PRO C	Power Conditioner	$ 400.00	$ 400.00
1-DBX	Driverack 260	$ 625.00	$ 625.00
2-QSC PLX3402	Power Amplifier	$1400.00	$2400.00
8-JBL Control 28-1	Indoor/outdoor Speakers	$1000.00	$8000.00
1-100ft	Chain to Hang Speakers	$ 200.00	$ 200.00
32-Eye Bolts	Speaker Rigging	$ 12.00	$ 384.00
64-Shackles	To Hang Speakers	$ 6.00	$ 384.00
32-I-Beam Clamps	To Hang Chain From Beams	$ 40.00	$1280.00
1-200 Ft Roll	4 Conductor Shielded Wire	$ 250.00	$ 250.00
1-1500 ft Roll	14 Gauge Speaker Wire	$1200.00	$1200.00

Continued on next page

2-Shure BLX 24/SM58	Wireless Microphones	$ 400.00	$ 800.00
2-Antenna Kits	½ Wave Antennas	$ 35.00	$ 70.00
2-25 ft Coaxial	Cables for Antennas	$ 60.00	$ 120.00
1-Splitter	Splitter Kit	$ 175.00	$ 175.00
2-UA505	Antenna Mounting Brackets	$ 30.00	$ 60.00
1-Middle Atlantic	12 Space Wall Rack	$ 500.00	$ 500.00
1-Middle Atlantic	VFD Vented Door	$ 220.00	$ 220.00
1-Shure PG-58	Microphone For Booth	$ 60.00	$ 60.00
2-1/8" Cables	IPad Cables For Office and Booth	$ 20.00	$ 40.00
Security Cover, NL4 Connectors and Misc.Hardware		$ 500.00	$ 500.00
Labor		$3500.00	$3500.00
	TOTAL		**$ 22,758.00**

Kwilliamson@JCNJ.org

PASTORE MUSIC INC
507 32ND STREET
UNION CITY NJ 07087

(201) 863-3424
(201) 863-3425

Proposal# 408321 08/03/16 5:09 am
(201) 547-4694 Acct# 113302 Sales# 1

Attn: KEVIN
CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
Jersey City NJ 07306

Qty	Inventory#	Description	Price Ea.	Total
1	MACKIE PROFX	BOOTH MIXER	130.00	130.00
1	ART MX821S	EIGHT CHANNEL MIXER	200.00	200.00
1	MIDDLE ATLAN	PDS620 POWER STRIP	525.00	525.00
1	DBX	DRIVE RACK W/MIC	600.00	600.00
2	QSC PLX3102	POWER AMPS	1060.00	2120.00
8	EV SX300P	INDOOR,OUTDOOR SPEAK	900.00	7200.00
1	100-FT.	CHAIN FOR SPEAKERS	200.00	200.00
32	EYEBOLTS	FOR SPEAKERS	12.00	384.00
64	SHACKLES	I-BEAM CLAMPS	6.00	384.00
32	I-BEAM	HOOK CLAMPS	40.00	1280.00
1	200-FT	4-CONDUCTER WIRE	250.00	250.00
1	1500-FT	14-GAUGE SPEAKER WIR	1200.00	1200.00
2	BLX24R/SM58	H-10 SHURE WIRELESS	399.00	798.00
1	UA221	PASSIVE SPLITTER KIT	175.00	175.00
2	UA8-518-578	1/2 WAVE ANTENNAS	35.00	70.00
2	25' COAXIAL	CABLES UA825	60.00	120.00
2	UA505 ANTENN	MOUNTING BRACKETS W/	25.00	50.00
1	MIDDLE-ATLAN	12-SPACE WALL RACK	480.00	480.00
1	MIDDLE-ATLAN	VFD-12 VENTED DOOR	210.00	210.00
1	SECURITY COV	AND NUETRIX ENDS AND	500.00	500.00
1		LABOR FOR INSTALLATI	3500.00	3500.00
1	SHURE PGA58	MICROPHONE FOR BOOTH	60.00	60.00
2	WIRES FOR	OFFICE & BOOTH I-PADS	15.00	30.00

********** INVOICE CONTINUED ON NEXT PAGE

30 32ND STREET (201) 863-3425
UNION CITY NJ 07087

Proposal# 408321 08/03/16 5:09 am
(201) 547-4694 Acct# 113302 Sales# 1

Attn: KEVIN
CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
Jersey City NJ 07306

Qty	Inventory#	Description	Price Ea.	Total
		Sub Total		20,466.00
		Tax		
		Total		20,466.00
		Amount Received		

PAYMENT DUE 30 DAYS FROM BILLING DATE
!!THANK YOU FOR YOUR BUSINESS!!

Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0063363 FOR PASTORE MUSIC, INC. IS VALID.

PASTMUS-01 VVECCHIONE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2016

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
Otterstedt Insurance Agency Inc.
540 Sylvan Avenue
Englewood Cliffs, NJ 07632

CONTACT NAME: Vanessa Vecchione
PHONE (A/C, No, Ext): 1635 FAX (A/C, No):
E-MAIL ADDRESS: vvecchione@otterstedt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CNA Insurance Co.	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pastore Music, Inc.
507 32nd St.
Union City, NJ 07087

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B5085771505	01/06/2016	01/06/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			B5085771505	01/06/2016	01/06/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The City of Jersey City
1 General Square Plaza
Jersey City, NJ 07306

CANCELLATION

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

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Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

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

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 6

4. COMPANY NAME: Pastore Music, Inc.

5. STREET	CITY	COUNTY	STATE	ZIP CODE
507 32nd St	Union City	Hudson	NJ	07087

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

NA

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

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

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: NA1

10. PUBLIC AGENCY AWARDING CONTRACT — CITY — COUNTY — STATE — ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

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

13. DATES OF PAYROLL PERIOD USED
From: June 2016 To: September

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Edgar Gonzalez		Consultant	10	24	2016

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
4312 Smith Ave. Apt 5	North Bergen	Hudson	NJ	07087	201 - 923 - 7943

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).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggagiano
Friends of Joyce Waterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

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 X Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Gerard Pastore	

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: Pastore Music, Inc.
Signature of Affiant: _____ Title: President
Printed Name of Affiant : Gerard Pastore Date: October 24, 2016

Subscribed and sworn before me this 24 day of October, 2016

My Commission expires:

Lucy Rivera
Notary Public
New Jersey
My Commission Expires April 16, 2019

(Witnessed or attested by)

(Seal)

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Gerard Pastore of Pastore Music Inc. (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. §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): Gerard Pastore

Representative's Signature: [signature]

Name of Company: Pastore Music, Inc

Tel. No.: 201-863.3424 **Date:** 10.24.16

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): Gerard Pastore / President

Representative's Signature: _____

Name of Company: Pastore Music, Inc

Tel. No.: 201-863-3424 **Date:** 10.24.16

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

The contractor and the Gerard Pastore of Pastore Music Inc., (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

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

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

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

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

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

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

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: Pastore Music Inc.

SIGNATURE: _____ DATE: 10.24.14

PRINT NAME: Gerard Pastore TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS).

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 Pastore Music Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 10.14.16 (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 Pastore Music 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: Pastore Music Inc.

Signed _____ Title: President

Print Name: Gerard Pastore Date: 10.14.16

Subscribed and sworn before me
this ____ day of _____, 2____.
My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant) (Corporate Seal)

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

G:\WPDOCS\RENG\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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)

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 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 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): Gerard Pastore
Representative's Signature:
Name of Company: Pastore Music Inc
Tel. No.: 201.863.3424 **Date:** 10.14.16

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: Pastore Music Inc.

Address: 507 32nd st Union city NJ 07087

Telephone No.: 201. 863. 3424

Contact Name: Jerry Pastore

Please check applicable category :

_____ Minority Owned _____ Minority & Woman Owned

_____ Woman Owned X 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

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

City Clerk File No. Res. 16.831

Agenda No. 10.Z.15

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES INC.) FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2017 THROUGH DECEMBER 31, 2018 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the contract between the City of Jersey City ("City") and Horizon Dental Choice expires December 31, 2016 ; and

WHEREAS, the City of Jersey City must provide a dental insurance plan to all eligible employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance C-104; and

WHEREAS, Horizon Dental Choice (dba Horizon Healthcare Services, Inc.), 3 Penn Plaza East, Newark, New Jersey 07105, a subsidiary of Horizon Blue Cross Blue Shield of New Jersey, is a dental insurance plan provider; and

WHEREAS, the City desires to enter into an agreement, with Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) for a period of two (2) years, commencing January 1, 2017 and expiring December 31, 2018; and

WHEREAS, upon the award of the contract by the City to Horizon Dental Choice (dba Horizon Healthcare Services, Inc.), the provider guarantees a continuation of the current services provided; and

WHEREAS, the City may enter into an agreement for a dental insurance plan pursuant to N.J.S.A. 40A:11-5 (1) (m) as an EUS; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for "Extraordinary Unspecifiable Services" and the contract itself must be available for public inspection; and

WHEREAS, Robert Kakoleski, Business Administrator, has certified that these services quality as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq.; and

WHEREAS, the total amount of the two year contract is One Million Five Hundred Sixty-Eight Thousand Dollars ($1,568,000.00) based on the number of employees enrolled in the plan; and

WHEREAS, during the term of this contract the City Purchasing agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent; and

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES, INC.) FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2017 THROUGH DECEMBER 31, 2018 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

WHEREAS, Horizon Dental Choice has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

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

1. Subject to such modification or amendments deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in the amount of $1,568,000.00 in substantially the form of the attached, with Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) for a dental insurance plan for all eligible City employees for a term of two (2) years commencing January 1, 2017 and ending on December 31, 2018.

2. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is authorized as an Extraordinary, Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.

3. Pursuant to N.J.A.C. 5:30:5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget and in the subsequent fiscal year budget.

4. Upon certification by an official or an employee of the City authorized to attest that Horizon Dental Choice (dba Horizon Healthcare Services, Inc.) has provided services in accordance with the contract, then; payment to Horizon Dental Choice shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

6. During the term of the contract the Purchasing Agent is authorized to issue change orders, not to exceed twenty (20) percent of the original contract amount, as may be necessary because of cost increases resulting from the hiring of new City employees, or from increased enrollment in the dental insurance plan by existing City employees.

Continuation of Resolution _____

City Clerk File No. Res. 16.831

Agenda No. 10.Z.15 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES, INC.) FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2017 THROUGH DECEMBER 31, 2018 TO PROVIDE A CLOSED DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

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

8. The Certification of Compliance with the City's Contractor Pay-To-Play ordinance shall be placed on file with this resolution.

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

831

CERTIFICATION OF ROBERT KAKOLESKI IN SUPPORT OF AWARDING A CONTRACT TO HORIZON DENTAL CHOICE (dba HORIZON HEALTHCARE SERVICES INC.) AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

DATE: December 14, 2016

TO: Municipal Council

FROM: Robert Kakoleski, Business Administrator

RE: Contract to provide a closed dental insurance plan

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm:	Horizon Dental Choice (dba Horizon Healthcare Services, Inc.)
Cost:	$1,568,000.00
Period:	January 1, 2017 to December 31, 2018
Purpose:	To provide a dental insurance plan for all eligible employees of the City of Jersey City

This is requested to be awarded without competitive Bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1) Provide a clear description of the nature of the work to be done.

   Horizon Dental Choice will provide a dental insurance plan for all eligible employees.

2) Describe in detail why the contract meets the provisions of the statute and rules:

   These services are to provide a dental insurance plan to administer professional dental services for eligible employees as per collective bargaining agreements.

3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

   These services require a licensed insurance plan provider with a proven reputation in the area of providing dental insurance.

   A. It also requires reasonable knowledge of dental procedures to protect both the provider and client from fraudulent claims and insure that the services provided are satisfactory.

4) Describe the informal solicitation of quotations:

   The Division of Health Benefits, through the Broker of Record, received proposals from two dental insurance plan providers listed below. The proposals were reviewed and evaluated on the following criteria; monthly premium, ability to provide required administrative services, computerized data management system, number of participating dentists, claims processing, level of customer service, and the overall ability to provide a dental insurance plan substantially similar to the current plan.

Name	Monthly Premium
Horizon	$78.82 - 2 year rate
Delta	$68.04 – 2 year rate

Based on the evaluation of the above criteria and the attached recommendation of the Broker, the City has decided to award this contract to Horizon Dental Choice. The award of both the Open and Closed dental plans must be to the same vendor.

5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name: Robert Kakoleski
Title: Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE TO PROVIDE A CLOSED DENTAL PLAN FOR ALL EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS AS EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide a closed dental plan for employees and their eligible dependents, as per contractual agreement with unions.

The City Broker of Record received quotes from two (2) Dental Insurance Companies as follows.

COMPANY	RATE
Horizon Dental Choice	$78.82-2 year rate
Delta	$68.02-2 year rate

Cost (Identify all sources and amounts)

Account: 01-201-23-220-803
$1,568,000.00 – two years

Contract term (include all proposed renewals)

Two year (January 1, 2017 – December 31, 2018)

Type of award Other Exception

If "Other Exception", enter type Insurance contracts are not subject to Pay to Play law.

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

12/6/16
Date

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

City Clerk File No. Res. 16.832

Agenda No. 10.Z.16

WITHDRAWN

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2017 THROUGH DECEMBER 31, 2018 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) must provide a dental insurance plan to all eligible employees pursuant to collective bargaining agreements with municipal labor unions and City Ordinance C-104; and

WHEREAS, Horizon Healthcare Dental Services, 3 Penn Plaza East, Newark, New Jersey 07105, is a dental insurance plan provider; and

WHEREAS, the contract between the City and Horizon Healthcare Dental Services expires December 31, 2016; and

WHEREAS, the City desires to enter into a new agreement with Horizon Dental Healthcare Services for a period of two (2) years, effective as of January 1, 2017 and expiring December 31, 2018; and

WHEREAS, Horizon Dental Healthcare Services guarantees a continuation of the current services provided; and

WHEREAS, the City may enter into an agreement for a dental insurance plan pursuant to N.J.S.A. 40A:11-5(1)(m) as an extraordinary unspecifiable service (EUS) agreement; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the resolution authorizing the award of an EUS contract and the contract itself must be available for public inspection; and

WHEREAS, Robert Kakoleski, Business Administrator, has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the total amount of the two year contract is Two Million, Nine Hundred Ninety Six Thousand Dollars ($2,996,000.00) based on the number of employees enrolled in the plan; and

TITLE:

WITHDRAWN

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2017 THROUGH DECEMBER 31, 2018 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

WHEREAS, during the term of this contract the City Purchasing agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent of the original contract amount; and

WHEREAS, Horizon Dental Healthcare Services 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 for this contract will be available in the 2017 fiscal year budget.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in the amount of $2,996,000, in substantially the form of the attached, with Horizon Dental Healthcare Services Plan of New Jersey, Inc. for a dental insurance plan for all eligible City employees for a term of two (2) years effective January 1, 2017 and ending on December 31, 2018.

2. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.

3. Pursuant to N.J.A.C. 5:30:5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the 2017 fiscal year budget and in the subsequent fiscal year budget.

4. Upon certification by an official or an employee of the City authorized to attest that Horizon Dental Healthcare Services of New Jersey, Inc. has provided services in accordance with the contract, then; payment to Horizon Dental Healthcare Services of New Jersey, Inc. shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40a:5-1 et seq.

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award.

City Clerk File No. Res. 16.832

Agenda No. 10.Z.16 2

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL HEALTHCARE SERVICES OF NEW JERSEY, INC. FOR A PERIOD OF TWO (2) YEARS, JANUARY 1, 2017 THROUGH DECEMBER 31, 2018 TO PROVIDE AN OPEN DENTAL INSURANCE PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE(EUS)

6. During the term of the contract the Purchasing Agent is authorized to issue change orders, if required, not to exceed twenty (20%) percent.

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

8. The Certification of Compliance with the City's Contractor Pay-To-Play ordinance file shall be place on file with this resolution.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

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

_____ Rolando R. Lavarro, Jr., President of Council _____ Robert Byrne, City Clerk

CERTIFICATION OF ROBERT KAKOLESKI IN SUPPORT OF AWARDING A CONTRACT TO HORIZON HEALTHCARE DENTAL SERVICES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

DATE: December 14, 2016

TO: Municipal Council

FROM: Robert Kakoleski, Business Administrator

RE: Contract to provide a dental insurance plan

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm:	Horizon Healthcare Dental Services
Cost:	$2,996,000.00
Period:	January 1, 2017 to December 31, 2018
Purpose:	To provide a dental insurance plan for all eligible City of Jersey City employees

This is requested to be awarded without competitive Bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1) Provide a clear description of the nature of the work to be done.

   Horizon Healthcare Dental Services will provide a dental insurance plan for all eligible employees.

2) Describe in detail why the contract meets the provisions of the statute and rules:

   These services are to provide a dental insurance plan to administer professional dental services for eligible employees as per collective bargaining agreements.

3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

   These are professional services which are specialize and qualitative in nature because it requires a licensed insurance plan provider with a proven reputation in the area of providing dental insurance to provide such services.

4) Describe the informal solicitation of quotations:

   The Division of Health Benefits, through the City Broker, received proposals from two dental insurance plan providers listed below. The proposals were reviewed and evaluated on the following criteria: monthly premium, ability to provide required administrative service, number of participating dentists, avoidance of higher out of pocket costs for the employees, claims processing, level of customer service, and the overall ability to provide a dental insurance plan substantially similar to the current plan.

   Based on the evaluation and recommendation of the City Broker of Record, the City has decided to award this contract to Horizon Healthcare Dental Services.

The rates submitted by Horizon and Delta dental are listed below.

Name	Monthly Premium
Horizon Healthcare Dental Services	$81.89 2 year rate
(POBA/PSOA/1066/1064)	$83.73 " " "
Delta Dental Plan of New Jersey	$76.35 2 year rate
(POBA/PSOA/1066/1064)	$78.06 " " "

5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

_____

Name: Robert Kakoleski
Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HORIZON DENTAL CHOICE TO PROVIDE AN OPEN DENTAL PLAN FOR ALL AND THEIR ELIGIBLE DEPENDENTS AS EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide an open dental plan for employees and their eligible dependents, as per contractual agreement with unions.

The City Broker of Record received quotes from two (2) Dental Insurance Companies as follows.

COMPANY	RATE	
Horizon Dental Choice	$81.89	2 year rate
POBA/PSOA/1066/1064	$83.73	" " "
Delta	$76.35	2 year rate
POBA/PSOA/1066/1064	$78.06	" " "

Cost (Identify all sources and amounts)

Account: 01-201-23-220-803
$2,996,000.00 – two years

Contract term (include all proposed renewals)

Two year (January 1, 2017 – December 31, 2018)

Type of award Other Exception

If "Other Exception", enter type Insurance contracts are not subject to Pay to Play law.

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

12/6/16

Date

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

City Clerk File No. Res. 16.833

Agenda No. 10.Z.17

Approved:

TITLE: WITHDRAWN

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ADAMS, GUTIERREZ & LATTIBOUDERE, LLC TO REPRESENT POLICE OFFICER ANDREW BARELLA IN THE MATTER OF TERELL CHEATHAM V. CITY OF JERSEY CITY, ET ALS.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Police Officer Andrew Barella has been named in a complaint filed by Terell Cheatham in the Superior Court of New Jersey alleging excessive force, false arrest, false imprisonment, unlawful search by several Jersey City Police Officers; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent Police Officer Andrew Barella in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$25,000**; and

WHEREAS, Adams, Gutierrez & Lattiboudere, LLC, possesses the skills and expertise to perform these services; and

WHEREAS, in September, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Adams, Gutierrez & Lattiboudere, LLC submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

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

WHEREAS, Adams, Gutierrez & Lattiboudere, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Adams, Gutierrez & Lattiboudere, LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Adams, Gutierrez & Lattiboudere, LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Adams, Gutierrez & Lattiboudere, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WITHDRAWN

City Clerk File No. Res. 16.833

Agenda No. 10.Z.17

TITLE:

WITHDRAWN

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ADAMS, GUTIERREZ & LATTIBOUDERE, LLC TO REPRESENT POLICE OFFICER ANDREW BARELLA IN THE MATTER OF TERELL CHEATHAM V. CITY OF JERSEY CITY, ET ALS.

WHEREAS, funds are available for the costs of these services in **Account No: 16-01-201-23-210-312**

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

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

1. The agreement with the law firm of Adams, Gutierrez & Lattiboudere, LLC is hereby authorized for a total amount not to exceed **$25,000**, including expenses.

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

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

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

WITHDRAWN

I hereby certify that there are sufficient funds available in **Account No.: 16-01-201-23-210-312** for payment of this resolution.

Donna Mauer, Chief Financial Officer

:igp
11/21/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF ADAMS, GUTIERREZ & LATTIBOUDERE, LLC TO REPRESENT POLICE OFFICER ANDREW BARELLA IN THE MATTER OF TERELL CHEATHAM V. CITY OF JERSEY CITY, ET ALS.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Due to a conflict, it was necessary to hire outside counsel to represent Police Officer Andrew Barella alleging alleging excessive force, false arrest, false imprisonment, unlawful search by several Jersey City police officers.

Cost (Identify all sources and amounts)

Insurance Fund Commission.
16-01-201-23-210-312

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Outside Counsel Agreement

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Adams, Gutierrez & Lattiboudere, LLC**, The Legal Center, 1037 Raymond Blvd., Suite 900, Newark, New Jersey 07102, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Terell Cheatham v. City of Jersey City, et al.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. <u>Adherence to Ethical Standards</u>.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. <u>Gratuities</u>.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $25,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. <u>Invoicing Policy</u>.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

•Storage charges
•Catering for internal meetings
•Meals (except during business travel, and then limited to $70 per day)
•Mileage for short trips (<30 miles one way)
•Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
•Telephone charges
•Facsimile charges
•Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

Before final payment on the contract is made by the contracting agency, the 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.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

Adams, Gutierrez & Lattiboudere, LLC

_____

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

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): Sandro Polledri, Esq.

Representative's Signature: Sandro Polledri

Name of Company: Adams Gutierrez & Lattiboudere, LLC

Tel. No.: 973-735-2742 Date: July 19, 2016

Item F. Americans with Disabilities Act

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Sandra Polledri, Esq.
Representative's Signature: [signature]
Name of Company: Adams Gutierrez & Lattiboudere, LLC
Tel. No.: 973-735-2742 Date: July 19, 2016

Item G. MWBE Questionnaire (2 Copies)

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 : Adam Gutierrez & Lattiboudere, LLC

Address : 1037 Raymond Blvd., Suite 900, Newark, NJ 07102

Telephone No. : 973-735-2742

Contact Name : Sandro Polledri, Esq.

Please check applicable category :

_____ Minority Owned Business (MBE) X 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: Adams Gutierrez & Lattiboudere, LLC

Address: 1037 Raymond Blvd., Suite 900, Newark, NJ 07102

Telephone No.: 973-735-2742

Contact Name: Sandro Pollédri, Esq.

Please check applicable category:

____ Minority Owned Business (MBE) X 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

Item L. Certification of Compliance (Ord. 08-128)

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Adams Gutierrez & Lattiboudere, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding July 30, 2015 (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 Adams Gutierrez & Lattiboudere, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Adams Gutierrez & Lattiboudere, LLC

Signed _____ Title: Partner
Print Name Sandro Polledri, Esq. Date: July 19, 2016

Subscribed and sworn before me
this 19th day of July, 20 16 .
My Commission expires:

(Affiant)
Sandro Polledri
(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.

Certification 41532

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2015 to 15-MAR-2022

ADAMS GUTIERREZ & LATTIBOUDERE, LLC
1037 RAYMOND BLVD., SUITE 900
NEWARK NJ 07102

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ADAMS GUTIERREZ & LATTIBOUDERE, LLC

TRADE NAME:

ADDRESS:

1037 RAYMOND BLVD, STE 900
NEWARK NJ 07102-5427

SEQUENCE NUMBER:

1379976

EFFECTIVE DATE:

11/27/07

ISSUANCE DATE:

07/02/13

Director
New Jersey Division of Revenue

FORM-BRC

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

(10-08) 1205846

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

City Clerk File No. Res. 16.834

Agenda No. 10.Z.18

Approved: WITHDRAWN

TITLE:

RESOLUTION AMENDING A PROFESSINAL SERVICES AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City adopted Resolution #16-485 on July 13, 2016 amending a professional services agreement with Brach Eichler to represent Mayor Steven Fulop; Robert Kakoleski, Business Administrator; Philip Zacche, Chief of Police; Joseph Connors, Deputy Chief of Police and the City of Jersey City who have been named in a Complaint filed by David Goldrich in United States District Court, District of New Jersey alleging political retaliation and violation of his civil rights; and

WHERES, special counsel agreed to provide these services at an hourly rate of **$150.00** per hour, including expenses, for a total amount not to exceed **$75,000**; and

WHERES, Brach Eichler possesses the skill and expertise to perform these services; and

WHERES, in September, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHERES, Brach Eichler submitted a Qualification Statement in response to the City's RFQ; and

WHERES, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

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

WHERES, Brach Eichler has completed and submitted a Business Entity Disclosure Certification which certifies that it 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 Brach Eichler from making any reportable contributions during the term of the contract; and

WHERES, Brach Eichler has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHERES, Brach Eichler has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHERES, funds are available for the costs of these services in **Account No: 01-201-23-210-312**; and

WITHDRAWN

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.834

Agenda No. 10.Z.18

TITLE:

RESOLUTION AMENDING A PROFESSINAL SERVICES AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

WHERES, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Brach Eichler is hereby amended and reauthorized for one year, for a total amount not to exceed **$75,000**.

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

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

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

I hereby certify that there are sufficient funds available in **Account No.: 01-201-23-210-312** for payment of this resolution.

WITHDRAWN

Donna Mauer, Chief Financial Officer

MLM/dc
11/16/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING AND REAUTHORIZING A PROFESSINAL SERVICE AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, DEPUTY CHIEF OF POLICE AND THE CITY OF JERSEY CITY IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Due to the complexity and duration of this matter, an additional $75,000 is required for the pending trial and to bring this matter to conclusion.

Cost (Identify all sources and amounts)

Insurance Fund Commission.
01-201-23-210-312

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

Outside Counsel Agreement

This **Agreement** dated the _____ day of _____, 2016 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **Brach Eichler, LLC**, 101 Eisenhower Parkway, Roseland, New Jersey 07068 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Goldrich v. City of Jersey City, et al.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. <u>Continuing Obligation</u>.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. <u>Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval</u>.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on

costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of $150.00 per hour, including expenses. The total amount of this agreement shall not exceed $75,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. <u>Invoicing Policy</u>.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of

any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. **Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. **Acceptable Fees/Charges.**

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts

- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. **Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overheard and are not reimbursable.

F. **Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - $4,000.00) or disbursements without descriptions.

G. **Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to $70 per day)

- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars ($70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and

nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

Before final payment on the contract is made by the contracting agency, the 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.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

_____

Robert Byrne
City Clerk

City of Jersey City

_____

Robert Kakoleski
Business Administrator

WITNESS:

_____

_____

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

Item F. Americans with Disabilities Act

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Charles X. Gormally
Representative's Signature: _____
Name of Company: Brach Eichler L.L.C.
Tel. No.: (973) 403-3111 Date: 7-20-16

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

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 X. Gormally, Esq.

Representative's Signature

Name of Company: Brach Eichler L.L.C.

Tel. No.: (973) 403-3111 Date: July 20, 2016

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: Brach Eichler L.L.C.

Address: 101 Eisenhower Parkway, Roseland, New Jersey 07068

Telephone No. : (973) 403-3111

Contact Name: Charles X. Gormally, Esq.

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

04/29/09

Taxpayer Identification#

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,

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:

BRACH EICHLER L.L.C.

TRADE NAME:

ADDRESS:

101 EISENHOWER PARKWAY
ROSELAND NJ 07068

SEQUENCE NUMBER:

1483315

EFFECTIVE DATE:

04/29/09

ISSUANCE DATE:

04/29/09

Director
New Jersey Division of Revenue

FORM-BRC

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

Certification 54804

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2015 to 15-JUL-2018

BRACH-EICHLER LLC
101 EISENHOWER PARKWAY
ROSELAND NJ 07068

Robert A. Romano
Acting State Treasurer

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

City Clerk File No. Res. 16.835

Agenda No. 10.Z.19

Approved: DEC 14 2016

TITLE: **RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE NEW PSE&G TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS BLOCK 11603, LOT 37**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (the "City") owns real property known as Block 11603, Lot 37 (the "Property"); and

WHEREAS, the Property is located near the intersection of Washington Street and Second Street and is commonly known as the "Powerhouse Triangle;" and

WHEREAS, PSE&G requests the City's permission to enter the Property for the purpose of performing staging operations for a construction project; and

WHEREAS, PSE&G agrees to pay the City three-thousand dollars ($3,000.00) per month for access to the Property; and

WHEREAS, PSE&G agrees to execute the license agreement attached hereto to.

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

1) PSE&G, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto; and

2) subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and

3) the term of the license shall be six (6) months effective as of the date that City officials execute the license agreement.

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE NEW PSE&G TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS BLOCK 11603, LOT 37

Project Manager

Department/Division	Office of Business Administrator	
Name/Title	John Mercer	Business Administrator
Phone/email	201-547-4417	jmercer@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution authorizing a license agreement with the new PSE&G to enter onto city-owned property known as block 11603, lot 37 and more commonly known as the "Powerhouse Triangle" located at Washington Street and Second Street.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

6 months

Type of award

If "Other Exception", enter type

Additional Information

City will be paid $3,000 per month for access to the property.

I certify that all the facts presented herein are accurate.

Signature of Department Director 12/8/16 **Date**

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017 between the City of Jersey City, a municipal corporation of the State of New Jersey with an address at 280 Grove Street, Jersey City, NJ 07302 (hereinafter referred to as "City" or Licensor") and PSE&G (hereinafter referred to as "Licensee"), with an address at 80 Park Plaza P.O. Box 570, Newark, New Jersey 07101.

By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is designated on the City's tax map as Block 11603, Lot 37, and more commonly known as the Powerhouse Triangle located near the intersection of Washington Street and Second Street (hereinafter referred to as the "Premises"). Licensee requests permission from the City to access the Premises for staging purposes in relation to a construction project (the "Project"). Licensee is permitted to enter the Premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

a) The term of this License is for a period of six (6) months effective as of the date this Agreement is executed by City officials.

b) The Licensee shall be permitted to use the Premises for the purpose of conducting staging operations in relation to the Project.

c) Licensee shall pay the City three-thousand dollars ($3,000) per month to access and use the premises. Payments shall be due on the first day of each month for the term of this Agreement. All payments shall be sent to the Business Administrator at 280 Grove Street, Jersey City, NJ 07302.

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

3. The permission hereby granted for use of the Premises may be revoked at any time by the City with or without cause by the City giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind

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

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

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

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

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

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

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

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

Licensor on prescribed forms to be provided by the Licensor.

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

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

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

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

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

Licensee:

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

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

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

20. This Agreement shall terminate six (6) months after it is executed by City officials.

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

AGREED to this _____ day of _____, 2017.

MUESER RUTLEDGE
CONSULTING ENGINEERS
(Licensee)

By: _____

Attest: _____

CITY OF JERSEY CITY

By: _____
Robert J. Kakoleski
Business Administrator

Attest: _____
Robert Byrne
City Clerk

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

City Clerk File No. Res.6.836

Agenda No. 10.Z.20

Approved: DEC 14 2016

TITLE:

Honoring Jennifer Lambert

Fr. Mychal Judge Division One, Hudson County, New Jersey
Ancient Order of Hibernians in America, Inc.
Humanitarian of the Year – 2017

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

WHEREAS, Jennifer Lambert, daughter to the late James Diaz and daughter in-law of the late Patsy Ann Lambert, was born and raised in Jersey City; and

WHEREAS, Jennifer graduated from St. Mary's High School in 1987. After graduation, she decided to work in the finance department at Ralph Lauren. As an exceptional employee she was employed there for 25 years; and

WHEREAS, when not with family members such as her great nephew, Greyson or her niece and Goddaughter Madison Victoria, Jennifer is dedicating her life to helping others. As a result Jennifer was nominated as "Woman of Distinction"; and

WHEREAS, Jennifer is an active member of various organizations throughout Hudson County such as St. John's Food Pantry, JC St. Patrick's Parade Committee amongst many more. She also volunteers at countless events and shelters throughout Jersey City; and

WHEREAS, Jennifer became a "Big" in the Big Brothers Big Sisters of Hudson County Organization. She will mentor Jersey City's youth and help adolescents realize their potential and ability to build brighter futures.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Jennifer Lambert, Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernian in America's Humanitarian of the Year 2017.

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.837

Agenda No. 10.Z.21

Approved: DEC 14 2016

TITLE:

Dorothy Rebecca Allen Bellinger
80th Birthday Celebration

WHEREAS, the City of Jersey City is proud to recognize **Dorothy Rebecca Allen Bellinger** during the celebration of her **80th Birthday** on **Friday, December 16, 2016**; and

WHEREAS, Dorothy Rebecca Allen Bellinger, affectionately known as Dot, was born on December 16, 1936 in Jersey City, New Jersey. She was welcomed into the world by her parents Ousey and Katie Benjamin Allen, who were fourth generation immigrants from the West Indies. **Dorothy Rebecca Allen Bellinger** studied at P.S. #14, #22, and Lincoln High School and the Jersey City Police Academy; and

WHEREAS, Dorothy Rebecca Allen Bellinger began her service with the Jersey City Police Department in 1963 in the 4th Precinct. **Dorothy Rebecca Allen Bellinger** continued her police work while simultaneously volunteering for the Probation Office Juvenile Division and successfully building businesses that would benefit her community. **Dorothy Rebecca Allen Bellinger** also served as the Ward F Committee Woman and Grand Marshal of the Jersey City West Indian Caribbean American Festival. **Dorothy Rebecca Allen Bellinger** retired in 2000 after 37 years of service; and

WHEREAS, Dorothy Rebecca Allen Bellinger is a woman of faith, for the past 75 years she has been a devoted member of Monumental Baptist Church in Jersey City, New Jersey. She has served as a Church Clerk, a Mother of the Church, the President of the Culinary Ministry, an Usher and Greeter, and was a Charter Member of the Chapel Choir.; and

WHEREAS, a resident of Jersey City, **Dorothy Rebecca Allen Bellinger** is the loving and proud mother of four children, grand mother of two grandchildren, and great grandmother of two great grandchildren; and

WHEREAS, during the celebration of her **80th Birthday**, we recognize the life and accolades of **Dorothy Rebecca Allen Bellinger**, who continues to serve as an inspiration to not only her family and friends, but the community that she loves.

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.838

Agenda No. 10.Z.22

Approved: DEC 14 2016

TITLE:

Honoring James Feeney

Fr. Mychal Judge Division One, Hudson County, New Jersey
Ancient Order of Hibernians in America, Inc.
Hibernian of the Year – 2017

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

WHEREAS, James "Jim" Feeney was born in Jersey City, New Jersey, at Margaret Hague Hospital on November 25, 1946. He was raised by his mother Antoinette Petrullo Feeney along with four siblings; Kathleen, Anne Marie, Karen and Michael; and

WHEREAS, Jim is a graduate of Snyder High School in Jersey City. Upon graduation he decided to join the U.S. Marine Corp. As a Vietnam Veteran, Jim received a Purple Heart from a wound in 1966; and

WHEREAS, in 1975, Jim graduated from St. Peter's University with a BS in Accounting. he worked in his field of study for seven years before opening "Bonanza Family Restaurant" with is brother; and

WHEREAS, married to Marie, Jim has two sons James III and Shawn and four grandchildren; Emma Kate, Halle Anne, Conor and Nicholas; and

WHEREAS, Jim keeps himself busy in the many groups he is a member in such as Woodland Park Business Group, Preferred Stock Networking, North Jersey Chamber of Commerce, and Welcome Home Vets of NJ to name a few.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor James Feeney, Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernian in America's Hibernian of the Year 2017.

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 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.839

Agenda No. 10.Z.23

Approved: DEC 14 2016

TITLE:

Honoring Deacon Robert Baker, Sr.

Fr. Mychal Judge Division One, Hudson County, New Jersey
Ancient Order of Hibernians in America, Inc.
Fr. Mychal Judge Award – 2017

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

WHEREAS, the Baker Family traces back to County Cork Ireland. The oldest of seven children to Charles and Arlen Baker, Deacon Robert Baker, Sr. was brought up to be especially proud of his Irish Heritage; and

WHEREAS, Deacon Robert Baker, Sr. was an astounding student, graduating with his BS in Accounting and an MBA in Executive Management; and

WHEREAS, Deacon Robert Baker, Sr. is a man who wears many hats. His is Director of Jersey City Public Safety Communications and IT Center, Support Staff to Jersey City Office of Emergency Management and Homeland Security, Chaplain and Crisis Counselor for the Jersey City Police Department, Professor of Graduate Studies and much more; and

WHEREAS, Deacon Robert Baker, Sr. devoted his time to those who suffered from many tragedies that many survived such as World Trade Center and Hurricane Katrina; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Deacon Robert Baker, Sr., Fr. Mychal Judge Division One, Hudson County, Ancient Order of Hibernian in America's FR. Mychal Judge Awards for the Year 2017.

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.840

Agenda No. 10.Z.24

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COMPREHENSIVE PSYCHOLOGICAL FOR PSYCHOLOGICAL EVALUATIONS OF FIRE FIGHTER APPLICANTS FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited one quote for psychological evaluations of (42) fire fighter applicants; and

WHEREAS, the Purchasing Agent certifies that it is impracticable to solicit any other quotes for the psychological testing as Comprehensive Psychological is involved with ongoing Civil Service appeals and the service cannot be changed midstream; and

WHEREAS, the Purchasing Director has certified that he considers said proposal 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-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Fire Division has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political 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 $19,950.00 are available in the **Operating Account**;

Account	PO #	Total Contract
01-201-25-265-312	122904	$19,950.00

(Continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.840

Agenda No. 10.Z.24 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COMPREHENSIVE PSYCHOLOGICAL FOR PSYCHOLOGICAL EVALUATIONS OF FIRE FIGHTER APPLICANTS FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

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

1. A contract in the amount of $19,950.00 for the psychological evaluations of (42) fire fighters is awarded to Comprehensive Psychological and the Purchasing Director is directed to have such a contract drawn up and executed;

2. The term of the contract shall be effective November 14, 2016 through December 31, 2016.

3. Upon certification by an official or employee of the City authorized to receive the equipment 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

4. 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.

I _____, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $19,950.00 are available in the **Operating Account**.

Account	PO #	Total Contract
01-201-25-265-312	122904	$19,950.00

_____ 10/30/16

Peter Folgado, Director of Purchasing, QPA, RPPO — Date

PF/pv
10/12/16

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council — Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COMPREHENSIVE PSYCHOLOGICAL FOR PSYCHOLOGICAL EVALUTATIONS OF THE FIRE FIGHTER APPLICANTS FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE DIVISION)

Initiator

Department/Division	Public Safety	Fire and Emergency Services
Name/Title	Jerome Cala	Assistant Director
Phone/email	201-547-4239	jcala@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

All new firefighters are required to undergo a psychological evaluation as part of their pre-employment screening. Comprehensive Psychological will provide the testing and also provide any follow up reports to defend any civil service appeals filed by fire fighter condidates.

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

10/31/16
Date

Signature of Purchasing Director

10/30/16
Date

DETERMINATION OF VALUE CERTIFICATION

I, Jerome Cala, hereby certify the following:

1. I am the Assistant Director of the Department of Public Safety/Division of Fire.
2. The City is required to provide psychological evaluations of all fire fighter applicants.
3. The administration's recommendation is to award a contract to Comprehensive Psychological.
4. The cost of the Contract exceeds $17,500.00.
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 following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

10/31/16
Date

Jerome Cala
Jerome Cala
Assistant Director Department of Public Safety

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0565533 FOR COMPREHENSIVE PSYCHOLOGICAL SERVICES P.A. IS VALID.

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. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Philip Viverzio Office Manager
Representative's Signature: Philip Viverzio
Name of Company: Comprehensive Psych. Services
Tel. No.: 732-574-9500 Date: 10/14/11

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 Comprehensive Psych Services (name of business entity) has not made any reportable contributions in the **one-year period preceding 10/14/2016 (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 Comprehensive Psych Services (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: Comprehensive Psych. Services

Signed: Philip Vivenzio Title: Office Manager

Print Name: Philip Vivenzio Date: 10/14/2016

Subscribed and sworn before me
this ____ day of _____, 2____.
My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant) (Corporate Seal)

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <*name of business entity*> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <*name of entity of elected officials*> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	**Hallanan for Council**
Lavarro for Councilman	**Friends of Richard Boggiano**
Friends of Joyce Watterman	**Michael Yun**
Friends of Daniel Rivera	**Osborne for Council**
Gajewski for Council	**Friends of Councilwoman Diane Coleman**

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
N/A	

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: Comprehensive Psych Services
Signed: Philip Viverito Title: Office Manager
Print Name: Philip Viverito Date: 10/14/16

Subscribed and sworn before me this ___ day of _____, 2__.

My Commission expires:

_____ (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:	Comprehensive Psych Services		
Address:	623 Raritan Rd		
City:	Clark	State: NJ	Zip: 07066

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.

Signature	Printed Name	Title
Philip Vivenzio	Philip Vivenzio	Office Manager

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
			$

N/A

☐ Check here if the information is continued on subsequent page(s)

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

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): Philip Vivenzio / Office Manager

Representative's Signature: Philip Vivenzio

Name of Company: Comprehensive Psych. Services

Tel. No.: 732-574-9500 **Date:** 10-14-46

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

City Clerk File No. Res. 16.841

Agenda No. 10.Z.25

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO ACME AUTO LEASING LLC FOR THE (4) YEAR LEASE OF (8) VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE COOPERATIVE PURCHASING ALLIANCE

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to make purchases and contract for services through the use of a cooperative purchasing agreement; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, The Cooperative Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the City of Jersey City ("City") needs to lease vehicles for the Division of Fire;

WHEREAS, Resolution 15.111 approved on February 10, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with The National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the City wishes to lease (8) vehicles from ACME Auto Leasing LLC, 440 Washington Avenue, North Haven, Connecticut 06473 who is in possession of contract 05-16; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable.

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

1. A contract is awarded to ACME Auto Leasing LLC for the lease of (8) vehicles.

2. This contract is awarded for a period of four (4) years commencing December 15, 2016 through December 15, 2020.

3. The contract amount is $334,800.00.

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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.;

5. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in 2017 fiscal year budget and subsequent fiscal year budgets.

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.841

Agenda No. 10.Z.25 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO ACME AUTO LEASING LLC FOR THE (4) YEAR LEASE OF (8) VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE COOPERATIVE PURCHASING ALLIANCE

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O.	Total Contract	Encumbrance
17-293-56-000-031	123277	$334,800.00	$83,700.00

APPROVED: _____ December 5, 2016

Peter Folgado, Director of Purchasing, QPA, RPPO — Date

PF/pv
12/5/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

B.R. 12-6-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO ACME AUTO LEASING LLC FOR THE (4) YEAR LEASE OF (8) VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE COOPERATIVE PURCHASING ALLIANCE

Initiator

Department/Division	Public Safety	Division of Fire
Name/Title	Jerome Cala	Deputy Director
Phone/email	201-547-4239	jcala@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

- To replace 8 vehicles due to high mileage-one that responds 24/7
- 8 vehicles will be rotated to "back up" service and 8 vehicles will be placed out of service and auctioned as scrap
- Leasing the vehicles will ensure the department that the fleet will be replaced every 4 years and will reduce maintenance costs

I certify that all the facts presented herein are accurate.

Jerome Cala — 12/5/16

Signature of Department Director — **Date**

12/5/16

Signature of Purchasing Director — **Date**

NCPA
National Cooperative Purchasing Alliance

Acme Auto Leasing

Website: http://www.acmeautoleasing.com

Overview

Acme Auto Leasing has been leasing vehicles and equipment to government agencies since 1982. In that time, we have developed a dealer network that enables us to provide local service to federal, state and local agencies throughout the United States. We have worked with agencies that required one vehicle and other agencies that have required thousands of vehicles. All government agencies get the same service, regardless of the fleet requirements. We have two GSA Schedule contracts. We have numerous state and co-op contracts. We work closely with the manufacturers so as to find each agency the lowest vehicle costs available.

Acme is based in North Haven, CT and has offices in Baltimore, MD and Orlando, FL.

We offer municipal lease financing as well as open and closed-end leasing. We will develop a lease program that meets the budget and vehicle/equipment needs of the agency. We offer alternative fuel vehicles and have the ability to utilize federal tax credits, which results in lower lease costs for the government agency.

Contract Info

Awarded Vendor:
Acme Auto Leasing

Contract Awarded:
Vehicle Leasing

Contract Number:
05-16

Lead Agency:
Region 14 ESC

Contract Term:
3 year term, April 11, 2016 to April 30, 2019
**Option to renew for two (2) additional one (1) year periods.*

Due Diligence

Requisition #
0177130

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor

Acme Auto Leasing

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

Coop!

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

Contact Info
Kelley
0000004238

Quantity	UOM	Description	Account	Unit Price	Total
5.00	EA	POLICE INTERCEPTOR RED	17-293-56-000-031	34,767.82	173,839.10
3.00	EA	EXPLORER XLT 4WD BLACK	17-293-56-000-031	36,728.21	110,184.63

SPECS AND QUOTE TO LEASE 8 VECHILES ATTACHED

DPW obtain
ETC's
BCD
PVL

Requisition Total 284,023.73

Req. Date: 12/02/2016

Requested By: KCOSTIGAN

Buyer Id:

Approved By:_____

This Is Not A Purchase Order

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ACME AUTO LEASING LLC
Trade Name:	
Address:	440 WASHINGTON AVE NORTH HAVEN, CT 06473-1311
Certificate Number:	1043514
Effective Date:	February 17, 2004
Date of Issuance:	December 02, 2016

For Office Use Only:

20161202161434073

VEHICLE/EQUIPMENT LEASE QUOTE

P/S FIRE

Acme Auto Leasing, LLC

Leasing to Government Agencies since 1982

440 Washington Avenue North Haven, CT 06473 800-242-7767

Bob Crowe
Tel: 407-456-1561
Fax: 203-234-6858
Email: bcrowe@acmeautoleasing.com

Joanne Cornier
Tel: 407-353-0728
Fax: 203-234-6858
Email: jcornier@acmeautoleasing.com

Prepared For: Jersey City, NJ Fire Department

Solicitation #:

Attention: Hector Ortiz, Fleet

Date Prepared: 11/30/16

Model Year: 2017
Excess Mileage: N/A
Payment Terms: Net 30

	Vehicle Make	Vehicle Model	Quantity	Purchase Price Per Vehicle	Upfitting Price Per Vehicle	Total Price Per Vehicle	36 Months Monthly Lease Price Per Vehicle	48 Months Monthly Lease Price Per Vehicle
1	Ford	~~Police Interceptor Utility (Red)~~	5	$ 25,671.00	$ 7,984.82	$ 33,655.82	$ 1,065.00	$ 830.00
2	Ford	Police Interceptor Utility (Red) *	5	$ 25,671.00	$ 9,096.82	$ 34,767.82	$ 1,100.00	$ 855.00
3	Ford	Explorer XLT 4WD	3	$ 31,750.00	$ 4,978.21	$ 36,728.21	$ 1,160.00	$ 900.00

855 x 5 = 4275.00 x 48 = 205.200
900 x 3 = 2700.00 x 48 = 129,600
334.800

Notes:

1. See attached Upfitting specs
2. Line Item 2 above is only if factory Red is not acceptable. There is an additional charge of $1,112.00 for Fire Engine Red.

General Terms and Conditions:

1. Lease payments are based on an Open-end lease with fixed advance payment for new, 2017 model year vehicles for term selected and are valid for 30 days.
2. Lease Rates are based on a $1.00 Buyout at lease termination.
3. Lease Rates are contingent on customer receiving credit approval and no credit event taking place before vehicles are delivered and funded.
4. Fuel and lubricants, insurance, licensing, maintenance, registration and taxes are to be provided be Lessee, unless otherwise noted. Any costs to perform additional services or to provide additional items are not included in the lease prices quoted herein.
5. Rates are based on term of commitment, as priced above.
6. **DUNS Number:** 96-5128929; **TIN:** 06-1425257; **Cage Code:** 0TT50
7. **GSA Contract Number:** GS-30F-00051; **TXMAS Contract Number:** TXMAS3-7501; **H-GAC Contract Number:** VL04-16-15; **NCPA Contract Number:** 05-16

22,900/yr
83,700 P/4R
6,975 P/M

General Sales Administration, Inc. t/a

MAJOR POLICE SUPPLY

November 29, 2016

Bob Crowe, CVLE
Acme Auto Leasing

Dear Mr. Crowe

Please find below our quote to supply a 2017 Ford Police Interceptor Utility to Acme Auto Leasing.

K8A: 2017 Ford PI Utility $25,671.00

Includes
(E4) Vermillion Red
(99R) 3.7L V6 Engine
(44C) 6 Speed Transmission
Heavy Duty Rubber Floor
(9W) Cloth Front Bucket/ Vinyl Rear
Power Windows/locks,mirrors
Air Conditioning
Am/FM Stereo
Tilt Steering
Rear Window Defroster
*Rearview Camera**
(60R) Radio Noise Suppression
*Keyed Alike*specify current fleet code*
(68G) Rear Door Locks inoperable
(18W) Rear Window Switch Disabled
Red/Clear Dome
Setina Skid Plate SK0561ITU16
(51R) Driver Side LED Spotlight
(549) Power Heated Mirrors
(86P) Front Headlamp Housing
(86T) Rear Tail Lamp Housing

***Option: (add to total if required)**
Add: Fire Engine Red in lieu of Vermillion red: **$1,112.00**

Note
Rear view camera comes standard with 4" center stack or (87R) Rearview mirror

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,
Andrea Cardinale

General Sales Admin. t/a
Major Police Supply
47 N Dell Avenue
Kenvil, NJ 07847

973-584-7714
973-584-5022 Fax

Web site:
www.majorpolicesupply.com

FEDERAL SIGNAL EQUIPMENT

3 UNMARKED FIRE DEPARTMENT FORD EXPLORER XLT

ILS Internal headliner light system red white/ blue white

(2) 416800 hideaway led taillights

Fhl-Tail flash rear taillight

(2) 416500-C Front Fenders

650002 handheld siren and light controller

ES100 speaker 100 watt with bracket

Havis Vehicle specific console w/ arm rest, cup holder, mic clip

Rear 3rd seat Cargo barrier

MPS-600 RB led flush mounted liftgate with mercury switch

CNSM8R signalmaster with mount red/blue/amber rear hatch mounted

MP-FDPPVHLF Headlight flasher

MPS-600RB (4) grille lights with brackets

All the above supplied and installed in Ford Explorer XLT

$4,978.21 per vehicle

FEDERAL SIGNAL EQUIPMENT

5 MARKED FIRE DEPARTMENT FORD PI UTILITY

Valor Light bar all LED red/blue/clear 44"

(2) 416800 hideaway led taillights

Fhl-Tail flash rear taillight

MPS-650RB (2) front headlights

SSP3000B siren and light controller

ES100 speaker 100 watt with bracket

Havis Vehicle specific console w/ arm rest, cup holder, mic clip

Rear 3rd seat Cargo barrier

MPS-600 RB led flush mounted liftgate with mercury switch

CNSM8R signalmaster with mount red/blue/amber rear hatch mounted

FHL-CHG headlight flasher

MPS-600RB (4) grille lights with brackets

All the above supplied and installed in Ford PI Utility

$7,984.82 per vehicle

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

City Clerk File No. Res. 15:111

Agenda No. 10.Z.13

Approved: FEB 10 2015

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT THROUGH THE NATIONAL COOPERATIVE PURCHSING AGREEMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the **NATIONAL COOPERATIVE PURCHSING AGREEMENT** is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and the **NATIONAL COOPERATIVE PURCHSING AGREEMENT** is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that the **NATIONAL COOPERATIVE PURCHSING AGREEMENT** has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which the **NATIONAL COOPERATIVE PURCHSING AGREEMENT** is the lead agency.

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 the agreement attached hereto to participate in the Cooperative Pricing System offered by the **NATIONAL COOPERATIVE PURCHSING AGREEMENT .**

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 2.10.15

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando Lavarro, President of Council

_____
Robert Byrne, City Clerk

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 ag ... oods and services contract, one of the following three

PLEASE ATTACH RESO & FIRE VEHICLES.

Letter of Federal Affirmative Actio

Certificate of Employee Information

Employee Information Report Form ... ted to the public agency through the Division's

The contractor and its subcontractors shall furni ... ase & Property, CCAU, EEO Monitoring Program as ... carry out the purposes of these regulations, and public ... by the Division of Purchase & Property, CCAU, EEO M ... on pursuant to **Subchapter 10 of the Administrativ**

The undersigned vendor certifies on their company's receip

MANDATORY E ... Y LANGUAGE
Goods, Pro ... and General Service Contracts
(M...atory 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): Megan Supio Operations

Representative's Signature: Megan Supio

Name of Company: Acme Auto Leasing LLC

Tel. No.: 203 234 6850 **Date:** 12/2/10

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

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

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 11-26-16 TO 12-3-16

NAME OF FACILITY: Acme Auto Leasing LLC

440 Washington Ave North Haven — Street, City

New Haven — County

Ct — State

06473 — Zip Code

JOB CATAGORIES	MALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	FEMALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	3					1						2
PROFESSIONALS	1											
TECHNICIANS	14	2	1			8						2
SALES WORKERS						5						1
OFFICE & CLERICAL						2						10
CRAFTWORKERS												
OPERATIVES												
LABORERS	2	1				1						
SERVICE WORKERS												
TOTAL												

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

NAME OF PERSON COMPLETING FORM (Print or Type). SIGNATURE Megan Scipio DATE SUBMITTED 12-5-16

LAST Scipio FIRST Megan MI

440 Washington Ave North Haven Ct 06473 203-234-6850

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

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Megan Supio Operations
Representative's Signature: Megan Supio
Name of Company: Acme Photo Vulsing LLC
Tel. No.: 203 334-6850 **Date:** 12-5-16

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 : Acme Auto Leasing LLC

Address : 440 Washington Ave North Haven CT 06473

Telephone No. : 203-234-6850

Contact Name : Erin Maturo

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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: Acme Auto Leasing LLC

Address: 440 Washington Ave North Haven Ct 06473

Telephone No.: 203-234-6850

Contact Name: Erin Matuno

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

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: Acme Auto Leasing
Signed: [signature] Title: CS
Print Name: Erin Watuno Date: 12/2/2016

Subscribed and sworn before me this 2 day of December, 2016

My Commission expires: 3/31/2021

[signature] (Affiant)

Rosa Hill Notary (Print name & title of affiant) (Corporate Seal)
expires 3/31/2021

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:	Acme Auto Leasing
Address:	440 Washington Ave
City: North Haven	State: CT Zip: 06473

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.

Erin Hatino	Erin Hatino	VP
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
			$

☐ 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. 16.842

Agenda No. 10.Z.26

Approved: DEC 14 2016

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC.

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

WHEREAS, on November 9, 2016, the Municipal Council adopted Resolution 16.759 which ratified and authorized a contract with the law firm of Brach Eichler, LLC.; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the total contract amount for the cost of these services shall not exceed $75,000; and

WHEREAS, funds in the amount of $25,000 are available in account# 16-01-201-23-312 for expenses which occur in the calendar year 2016; and

WHEREAS, the remaining funds will be made available in the calendar year 2017 temporary and or permanent budget.

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

1. This resolution amends resolution 16.759 which was adopted on November 9, 2016 to include the correct account number and to encumber the funds needed for this contract.

2. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year temporary and permanent budgets.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in **Account# 16-01-201-23-210-312.** Temporary encumbrance: $25,0000 PO#: 123440

APPROVED: Donna Mauer, CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/9/16

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

City Clerk File No. Res. 16.843

Agenda No. 10.Z.27

Approved: DEC 14 2016

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER, TORT, DeFAZIO, LEITNER & BRAUSE

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

WHEREAS, on November 9, 2016, the Municipal Council adopted Resolution 16.757 which ratified and authorized a contract with Leitner, Tort, DeFazio, Leitner & Brause.; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the total contract amount for the cost of these services shall not exceed $50,000; and

WHEREAS, funds in the amount of $15,000 are available in account# 16-01-201-23-312 for expenses which occur in the calendar year 2016; and

WHEREAS, the remaining funds will be made available in the calendar year 2017 temporary and or permanent budget.

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

1. This resolution amends resolution 16.757 which was adopted on November 9, 2016 to include the correct account number and to encumber the funds needed for this contract.

2. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year temporary and permanent budgets.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in **Account# 16-01-201-23-210-312**. Temporary encumbrance: $15,0000 PO#: 123425

APPROVED: Donna Mauer, CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER, TORT, DeFAZIO, LEITNER & BRAUSE

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/9/16

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

City Clerk File No. Res. 16.844

Agenda No. 10.Z.28

Approved: DEC 14 2016

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITTLER MENDELSON, P.C.

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

WHEREAS, on November 9, 2016, the Municipal Council adopted Resolution 16.760 which ratified and authorized a contract with the law firm of Littler Mendelson, P.C.; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the total contract amount for the cost of these services shall not exceed $5,000; and

WHEREAS, funds in the amount of $5,000 are available in account# 16-01-201-23-312 for cost of these services; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this resolution amends resolution 16.760 which was adopted on November 9, 2016 to include the correct account number and to encumber the funds needed for this contract.

I Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in **Account# 16-01-201-23-210-312**. PO#: 123422

APPROVED: Donna Mauer CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITTLER MENDELSON, P.C.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

D. Mauer

Signature of Department Director

12/9/14

Date

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

City Clerk File No. Res. 16.845

Agenda No. 10.Z.29

Approved: DEC 14 2016

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITTLER MENDELSON, P.C.

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

WHEREAS, on November 9, 2016, the Municipal Council adopted Resolution 16.761 which ratified and authorized a contract with the law firm of Littler Mendelson, P.C.; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the total contract amount for the cost of these services shall not exceed $10,000; and

WHEREAS, funds in the amount of $10,000 are available in account# 16-01-201-23-312 for cost of these services.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this resolution amends resolution 16.761 which was adopted on November 9, 2016 to include the correct account number and to encumber the funds needed for this contract.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in **Account# 16-01-201-23-210-312**. PO#: 123423

APPROVED: Donna Mauer, CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITTLER MENDELSON, P.C.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

D Mauer

Signature of Department Director

12/9/16

Date

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

City Clerk File No. Res. 16.846

Agenda No. 10.Z.30

Approved: DEC 14 2016

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITTLER MENDELSON, P.C.

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

WHEREAS, on November 9, 2016, the Municipal Council adopted Resolution 16.762 which ratified and authorized a contract with the law firm of Littler Mendelson, P.C.; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the total contract amount for the cost of these services shall not exceed $20,000; and

WHEREAS, funds in the amount of $20,000 are available in account# 16-01-201-23-312 for cost of these services; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that this resolution amends resolution 16.762 which was adopted on November 9, 2016 to include the correct account number and to encumber the funds needed for this contract.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in **Account# 16-01-201-23-210-312.** PO#: 123424

APPROVED: Donna Mauer, CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITTLER MENDELSON, P.C.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/9/16

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

City Clerk File No. Res. 16.847

Agenda No. 10.Z.31

Approved: DEC 14 2016

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE DePALMA GREENBERG, LLC.

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

WHEREAS, on November 9, 2016, the Municipal Council adopted Resolution 16.758 which ratified and authorized a contract with the law firm of Lite DePalma Greenberg, LLC.; and

WHEREAS, an incorrect account number was listed on this resolution and no funds were encumbered; and

WHEREAS, the total contract amount for the cost of these services shall not exceed $75,000; and

WHEREAS, funds in the amount of $25,000 are available in account# 16-01-201-23-312 for expenses which occur in the calendar year 2016; and

WHEREAS, the remaining funds will be made available in the calendar year 2017 temporary and or permanent budget.

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

1. This resolution amends resolution 16.758 which was adopted on November 9, 2016 to include the correct account number and to encumber the funds needed for this contract.

2. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year budget shall be subject to the appropriation of sufficient funds in the 2017 calendar year temporary and permanent budgets.

I, Donna Mauer, Chief Financial Officer hereby certify that there are sufficient funds available in **Account# 16-01-201-23-210-312**. Temporary encumbrance: $25,0000 PO#: 123421

APPROVED: Donna Mauer CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF LITE DePALMA GREENBERG, LLC.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To correct the account number and encumber funds.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/9/16

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

City Clerk File No. Res. 16.848

Agenda No. 10.Z.32

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CAMERAS AT (6) LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE PENNSYLVANIA EDUCATION PURCHASING PROGRAM FOR MICROCOMPUTERS (PEPPM) COOPERATIVE PURCHASING SYSTEM

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

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the PEPPM Cooperative Purchasing System is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, there are (6) Jersey City parks that will receive CCTV video surveillance cameras providing direct connectivity to the Jersey City 911 Communications Center, City-wide CCTV, and the Emergency Operations Center; and

1. Ferris (Triangle) Park
2. Stevens Park
3. Muhammed Ali Park
4. Audubon Park
5. Arlington Park
6. Columbia Park

WHEREAS, Resolution 15-714 approved on October 14, 2015 authorized the City of Jersey City ("City") to enter into a Cooperative Agreement with PEPPM Purchasing System for the purchase of technology-based goods and services; and

WHEREAS, the Department of Public Works, wishes to purchase cameras from Millennium Communications Group, Inc. 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 who is an authorized reseller for Panasonic System Communications Company of North America who is possession of contract PEPPM 2016; and

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:

1. Millennium Communications Group Inc.'s proposal to purchase, install and integrate the cameras for the Department Public Works is accepted and a contract in the amount of $40,876.58 is awarded to Millennium Communications Group, Inc.

2. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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.

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.848

Agenda No. 10.Z.32 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CAMERAS AT (6) LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE PENNSYLVANIA EDUCATION PURCHASING PROGRAM FOR MICROCOMPUTERS (PEPPM) COOPERATIVE PURCHASING SYSTEM

I, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Capital Account	Purchase Order	Amount
04-215-55-938-990	123369	$40,876.58

Peter Folgado, Director of Purchasing,
QPA, RPPO

December 7, 2016
Date

PF/pv
12/7/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

B.R. 12-12-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CAMERAS AT (6) LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE PENNSYLVANIA EDUCATION PURCHASING PROGRAM FOR MICROCOMPUTERS (PEPPM) COOPERATIVE PURCHASING SYSTEM.

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Patrick Stamato	DPW Director
Phone/email	201-547-4400	pstamato@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- Camera installation at six (6) Jersey City Park.
- Ferris, Stevens, Muhammed Ali, Audubon, Arlington, and Columbia parks.

Cost (Identify all sources and amounts)

04-215-55-938-990 (Parks Capital Account)
Contract Amount =$40,876.58

Contract term (include all proposed renewals)

One time installation.

Type of award Resolution awarded under the cooperative contract.

If "Other Exception", enter type

Additional Information

PENNSYLVANIA EDUCATION PURCHASING PROGRAM FOR MICROCOMPUTERS (PEPPM) COOPERATIVE PURCHASING SYSTEM.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/07/16

Signature of Purchasing Director **Date** 12/8/16

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
123369
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0177245**
BUYER **COOP-RESO**

DATE	VENDOR NO.
12/07/2016	PAM423548

VENDOR INFORMATION

PANASONIC SYSTEM COMM CO N.A.
C/O MILLENNIUM COMMUNICATIONS
11 MELANIE LANE, UNIT 13
EAST HANOVER NJ 07936

DELIVER TO
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

BILL TO
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	INS	CAMERA INSTALLATION AT SIX JERSEY CITY PARKS 1. FERRIS 2. STEVENS 3. MUHAMMED ALI 4. AUDUBON 5. ARLINGTON 6. COLUMBIA AS PER PEPPM 2016 COOP-RESO_____, APPROVED_____	04-215-55-938-990	40,876.5800	40,876.58
		TAX EXEMPTION NO. 22-6002013		PO Total	40,876.58

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X _____
VENDOR SIGN HERE

_____
OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

_____
TITLE OR POSITION DATE

_____
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #
0177245

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
PANASONIC SYSTEM COMM CO N.A.
C/O MILLENNIUM COMMUNICATIONS
11 MELANIE LANE, UNIT 13
EAST HANOVER NJ 07936
PAM423548

Dept. Bill To
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY

Dept. Ship To
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Danny Baijnauth
015474405.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	INS	CAMERA INSTALLATION AT SIX JERSEY CITY PARKS 1. FERRIS 2. STEVENS 3. MUHAMMED ALI 4. AUDUBON 5. ARLINGTON 6. COLUMBIA AS PER PEPPM 2016 COOP-RESO_____, APPROVED_____	0421555938990040	40,876.58	40,876.58

Requisition Total **40,876.58**

Req. Date: 12/07/2016

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:_____

This Is Not A Purchase Order

Requisition #
0177245

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor

Dept. Bill To
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Dept. Ship To
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Danny Baijnauth
2015474405

Quantity	UOM	Description	Account	Unit Price	Total
1.00	INS	CAMERA INSTALLATION AT SIX JERSEY CITY PARKS 1. FERRIS 2. STEVENS 3. MUHAMMED ALI 4. AUDUBON 5. ARLINGTON 6. COLUMBIA *** UNDER THE COOPERATIVE CONTRACT***	04-215-55-938-990	40,876.58	40,876.58

Requisition Total 40,876.58

Req. Date: 12/07/2016
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: Silendra Baijnauth 12/7/16

This Is Not A Purchase Order

PEPPM
$40,876.58

☐ 100% Complete
☐ Partial

Millennium Communications Group Inc.
PEPPM Project Estimate: Jersey City Ferris-Columbia (6)
Automatic 1 year warranty on equipment & workmanship

Job# TBD

PEPPM CONTRACT

Date: 11/21/2016

PEPPM CONTRACT
☐ Individual Order
☐ Blanket Order

Sort #	Vendor	Vendor SKU	Discount	PEPPM Price List	Description	Unit Rate	Units	Extended Cost	Total Cost
2284	Panasonic	ST-DEPCIC5IN120	20%	$ 208.38	Install plenum Cat5e drop for camera Up to 120 feet indoors	$ 165.10	21	$ 3,467.18	$ 3,467.18
2285	Panasonic	ST-DEPCIC5IN200		$ 285.75	Install plenum Cat5e drop for camera 121 to 200 feet indoors	$ 285.75		$ -	$ -
2286	Panasonic	ST-DEPCIC5IN300		$ 420.69	Install plenum Cat5e drop for camera 201 to 300 feet indoors	$ 420.69		$ -	$ -
2287	Panasonic	ST-DEPCIC5OUT200		$ 523.88	Install plenum Cat5e drop for camera up to 200 feet outdoors.	$ 523.88		$ -	$ -
2016	Panasonic	WV-SFR811L		$ 778.50	Indoor Vandal Dome 720P w/ IR's	$ 778.50		$ -	$ -
2014	Panasonic	WV-SFR831L		$ 1,065.00	Indoor Vandal Dome 1080P w/ IR's	$ 1,065.00		$ -	$ -
2221	Panasonic	WV-CR1S		$ 49.75	Smoke dome for SFR series	$ 49.75		$ -	$ -
2253	Panasonic	WV-Q174B		$ 80.25	Ceiling mount bracket for SFN/SFR/SF33X Series	$ 80.25		$ -	$ -
2233	Panasonic	WV-Q105A		$ 101.25	Direct ceiling moun	$ 101.25		$ -	$ -
2019	Panasonic	WV-SFV611L		$ 888.00	Outdoor Vandal Dome 720P w/ IR's	$ 888.00		$ -	$ -
2020	Panasonic	WV-SFV631L	20%	$ 1,065.00	Outdoor Vandal Dome 1080P (3MP) w/ IR's	$ 892.00	21	$ 17,892.00	$ 17,892.00
2168	Panasonic	PPM494S	20%	$ 198.00	Outdoor pole mount bracket	$ 158.40	21	$ 3,326.40	$ 3,326.40
2038	Panasonic	WV-SPW631L		$ 1,595.25	Outdoor Vandal Box1080P (3MP)	$ 1,595.25		$ -	$ -
2065	Panasonic	WVSW598	20%	$ 3,941.25	Outdoor Full HD PTZ Network Camera	$ 3,153.00	5	$ 15,765.00	$ 15,765.00
2189	Panasonic	PWM28GS	20%	$ 109.50	Wall Mount Bracket	$ 85.20	5	$ 426.00	$ 426.00
						$ -		$ -	$ -
						$ -		$ -	$ -
						$ -		$ -	$ -

Millennium Communications Group Inc.
PEPPM Project Estimate:Jersey City Ferris-Columbia (6)
Automatic 1 year warranty on equipment & workmanship

Job: TBD

PEPPM CONTRACT

Date: 11/21/2016

PEPPM CONTRACT
☐ Individual Order
☐ Blanket Order

Open Market				Item	Description	Unit Rate	Units	Extended Cost	Total Cost
					Misc. Consumables	$ -		$ -	$ -
						$ -		$ -	$ -
						$ -		$ -	$ -

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0092235 FOR PANASONIC CORPORATION OF NORTH AMERICA IS VALID.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MILLENNIUM COMMUNICATIONS GROUP INC.
Trade Name:	
Address:	11 MELANIE LANE UNIT 13 EAST HANOVER, NJ 07936-1100
Certificate Number:	0083855
Effective Date:	July 05, 1995
Date of Issuance:	December 07, 2016

For Office Use Only:

20161207143919617

Panasonic

Vendor Contacts and Ordering Instructions

All PEPPM orders should be faxed to PEPPM at **800-636-3779** or placed online through Epylon eCommerce. In the body of the purchase order, please include the following language: "As per PEPPM 2016"

Product Line: Panasonic Hardware, Software, Related Services and Other Branded Products Including 3E Tablets

Introduction

Panasonic System Communications Company of North America, along with our team of proven resellers/integrators, is pleased to serve PEPPM customers with leading Panasonic technology.

For contractual questions or concerns, please contact:
Amy Lee
Panasonic Public Sector Contracts Manager
contracts@us.panasonic.com

For Inside Sales Support:

Vertical	Focus	E-mail Address
State/Local/K-12	National	contracts@us.panasonic.com
Healthcare / non-profit	National	contracts@us.panasonic.com
Higher Education	National	contracts@us.panasonic.com

For hard copy mailing requirements, please address mail to:
Amy Lee
Contracts Manager
961 Paradise Circle
Atlantic Beach, Fl. 32233

Placing an Order via Fax:

1. Locate product and prices on PEPPM.org or through a sales representative.
2. Our posted PEPPM prices are for a quantity of 1. For quantities of any size, please communicate directly with our authorized resellers
3. Select one of the authorized resellers listed below and address the orders to:
   Panasonic System Communications Company of North America
   c/o (Selected Reseller Name)
   Reseller Address
4. All quotes and orders should state "As per PEPPM 2016."
5. Fax the completed order to **800-636-3779.**
   a. Your order will be reviewed and edited by PEPPM Staff.
   b. You will be contacted to make any necessary corrections.
   c. Your order will be issued to the vendor within 24 hours during the business week after all (if any) corrections are made.
   d. Your order will be archived for audit support.
6. Standard shipping is included on all orders over $500.00.

Placing an order Online:

Before placing an online order, make sure that your Ship-to Address has been entered by the individual in your organization that manages your Epylon information. Click on My Profile_My Ship-to Addresses to view the addresses available on your account. If it is not listed, you must add it before creating the PO form. Ship-to Addresses are added under Accounts_Ship-to Addresses.

1. Login to Epylon at www.epylon.com.
2. Click on the Contracts tab.
   a. Choose between a "line item" or "contracts" search.
   b. Select **Panasonic System Communications Company of North America** from the Vendor (Awardee) list.
   c. Click "Search."
3. Add selected line items to a List.
4. Assign a reseller to the item by using the checking the box next to the item and clicking the "Assign Distributor" button.
5. To request a volume price break, add items to a Spot Price Check form along with your desired quantity and a Response Due Date. The vendor will be notified of your request via email. Once they respond, you'll be notified and can view the response on Epylon. (After viewing a winning response, continue with the instructions that follow.)
6. Add selected items to a Purchase Order form.
7. Click "Submit" after entering a valid PO number and shipping address.
   a. The PEPPM contract will automatically be referenced in your PO.
   b. You will retain a copy of the sent purchase order in your Epylon account. A Printable Version is also available.
   c. The order will immediately be viewable by the vendor.
   d. Your order will be archived for audit support.
8. Standard shipping is included on all orders over $500.00.

For any assistance using Epylon, contact service@epylon.com or call 888-211-7438.

Inc.			
PCS Mobile	Mandy Straight	303-552-3957	mandys@pcsmobile.com
Insight Technology Solutions	Pam Potter	800-321-2437 X 6810	Pam.Potter@Insight.com
CDW-G	Amanda Ewertowski	312-705-3340	amanda.ewertowski@cdw.com
LEHR	Jim Stommel	916.646.6626	jim@lehrauto.com
Digital Networks Group	Lisa Young	949.428.6333	salessupport@digitalnetworksgroup.com
Audio Visual Innovations (AVI/SPL)	Audrey Warren	888-884-7168 X 2879	audrey.warren@avispl.com
Troxell	Mark Barber	800-352-7912 x4300	mark.barber@trox.com
Microsoft Corporation	Dillon Flack	775-335-4165 x 4165	v-dflack@microsoft.com
RFP Solutions, Inc.	Paul Donahue	856-686-0888 X 105	pdonahue@rfpnj.com
Visual Sound	Ann Pfister	610-690-1338	apfister@visualsound.com
Technotime Business Solutions	Erdem Cosgun	973-246-8153	ecoskun@technotimebs.com
Schoolhouse Electronics, LLC	Gregus Smith	419-358-9000	gregus@schoolhouseelectronics.com
Berkshire Systems Group, Inc.	David Hawkins	610-775-3646	dhawkins@berkshiresgi.com
Philadelphia Protection Bureau, Inc. dba The Protection Bureau	Debbie Jakeman	610-903-4986	debbiejakeman@protectionbureau.com
Ridgeline Technology	Sara Mortenson	530-889-1631	sara@ridgeline-tech.com
Millennium Communications Group	Gary Hartwig	973-929-2508	ghartwig@millenniuminc.com
KELTEK Inc.	Becky Woody	641-227-2222	becky.woody@keltekinc.com
CM3 Building Solution, Inc.	Bill Lawrence	215-322-8400	billlawrence@cm3inc.com
Dobil Laboratories, Inc.	Don Rosenberger	412-782-3399	DRosenberger@dobil1.com
GovWare, LLC	Chris Johnson	480-656-1581	chrisj@govware.com
PTS Data Center Solutions, Inc.	Michael Petrino	201-337-3833 x 102	mpetrino@ptsdcs.com
Gold Type Business Machines, Inc.	Monica Lewis	201-935-5090	mlewis@gtbm.com
Wireless Communications & Electronics	Richard Goldberg	609-313-2773	rgoldberg@wirelessce.com
Turn-Key Mobile, Inc.	Lindsay Hoffman	573-893-9888	lindsay@turnkeymobile.com
Camcor, Inc.	Rodney Bailey	800-868-2462 x 170	bids@camcor.com
Atlantic Coast Alarm, Inc.	Andrew Toner	609-625-0944	atoner@atlanticcoastalarm.com
Access Security Corp.	Daniel Cogan	215-443-8600 x 104	dcogan@accesssecurity.com
App-Techs Corporation	Jenny Romanosky	717-735-0848 x 190	jromanosky@app-techs.com
SHI International Corporation	Nick Grappone	732-564-8189	Nick Grappone@SHI.com
Vas Security Systems, Inc.	David Sindaha	805-915-0211	Davids@vassecurity.com

Sincerely,

Amy Lee

Amy Lee
Panasonic Public Sector Contracts Manager

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 E. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547-4538
E-mail Address: abuanj@jcnj.org

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

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 Ritchie, President

Representative's Signature: [signature]

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313 Date: December 2, 2016

Certification 20797

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2015 to 15-MAR-2022

MILLENNIUM COMMUNICATIONS GROUP INC.
11 MELANIE LANE, UNIT 13
EAST HANOVER NJ 07936

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
DIVISION OF PUBLIC CONTRACTS EEO COMPLIANCE

✓ Confirmation

Your AA-302 Employee Information Report has been successfully submitted. Please print this confirmation page for your personal records.

To view the current Target Analysis for this facility, click here.

Reporting Period:	March 15, 2012 to March 15, 2015
Submitter Name:	GARY W HARTWIG
Date Submitted:	March 12, 2015
Renewal Date:	March 15, 2015
Initial/Renewal:	Renewal

Section A - Company Identification

Certificate Number	20797	Facility Id	1
Company Name	MILLENNIUM COMMUNICATIONS GROUP INC.	FID or SSN	223379133
Address	11 MELANIE LANE, UNIT 13 EAST HANOVER, NJ 07936	County	MORRIS
Number of Establishments In NJ	1	Number of Employees at Contract Facility	45
Establishment Employer	Single-Establishment Employer		
Business Type	Other		

Section B - Employment Data

Job Category OFFICIALS & MANAGERS

Number of Employees

	Male	Female
Black:	1	0
Hispanic:	0	0
American Indian:	0	0
Asian:	1	0
Non-Minority:	12	1

Totals and Percentages

Total Employees:	15
Total Male Employees:	14
Total Female Employees:	1 *(6.7%)*
Total Minority Employees:	2 *(13.3%)*

Job Category PROFESSIONALS

Number of Employees

	Male	Female
Black:	0	0
Hispanic:	0	0
American Indian:	0	0
Asian:	0	0
Non-Minority:	2	0

Totals and Percentages

Total Employees:	2
Total Male Employees:	2
Total Female Employees:	0 *(0.0%)*

Total Minority Employees: 0 *(0.0%)*

Job Category TECHNICIANS

Number of Employees

	Male	*Female*
Black:	0	0
Hispanic:	0	0
American Indian:	0	0
Asian:	1	0
Non-Minority:	1	0

Totals and Percentages

Total Employees:	2
Total Male Employees:	2
Total Female Employees:	0 *(0.0%)*
Total Minority Employees:	1 *(50.0%)*

Job Category SALES WORKERS

Number of Employees

	Male	*Female*
Black:	0	0
Hispanic:	0	1
American Indian:	0	0
Asian:	0	0
Non-Minority:	2	0

Totals and Percentages

Total Employees:	3
Total Male Employees:	2
Total Female Employees:	1 *(33.3%)*
Total Minority Employees:	1 *(33.3%)*

Job Category OFFICE AND CLERICAL

Number of Employees

	Male	*Female*
Black:	0	1
Hispanic:	0	0
American Indian:	0	0
Asian:	0	0
Non-Minority:	2	2

Totals and Percentages

Total Employees:	5
Total Male Employees:	2
Total Female Employees:	3 *(60.0%)*
Total Minority Employees:	1 *(20.0%)*

Job Category CRAFTWORKERS

Number of Employees

Male *Female*

Black:	1	Black:	0
Hispanic:	2	Hispanic:	0
American Indian:	0	American Indian:	0
Asian:	0	Asian:	0
Non-Minority:	15	Non-Minority:	0

Totals and Percentages

Total Employees:	18
Total Male Employees:	18
Total Female Employees:	0 *(0.0%)*
Total Minority Employees:	3 *(16.7%)*

State of New Jersey
Division of Public Contracts EEO Compliance

Target Analysis: Employee Totals

Company Name: MILLENNIUM COMMUNICATIONS GROUP INC.
County: MORRIS
Certificate Renewal: March 15, 2015

Job Category	Number of Employees			Minority Percentages			Female Percentages		
	Total	Minority	Female	Actual	Target	Difference	Actual	Target	Difference
CRAFTWORKERS	18	3	0	16.7%	14.0%	2.7%	0.0%	4.0%	-4.0%
OFFICE AND CLERICAL	5	1	3	20.0%	14.0%	6.0%	60.0%	78.0%	-18.0%
OFFICIALS & MANAGERS	15	2	1	13.3%	11.0%	2.3%	6.7%	34.0%	-27.3%
PROFESSIONALS	2	0	0	0.0%	16.0%	-16.0%	0.0%	51.0%	-51.0%
SALES WORKERS	3	1	1	33.3%	13.0%	20.3%	33.3%	42.0%	-8.7%
TECHNICIANS	2	1	0	50.0%	19.0%	31.0%	0.0%	51.0%	-51.0%

****

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

VENDOR ACTIVITY SUMMARY REPORT

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

CERTIFICATE NO. 20797 DATES OF PAYROLL PERIOD USED: FROM 3-15-2012 TO 3-15-2015

NAME OF FACILITY: Millennium Communications Group Inc.

Street	City	County	State	Zip Code
11 Melanie Lane, Unit 13	East Hanover	Morris	NJ	07936

JOB CATAGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	3					3						
PROFESSIONALS	9	2	3		2	2						
TECHNICIANS	6					6						
SALES WORKERS	2		1			1	1		1			
OFFICE & CLERICAL	3					3						
CRAFTWORKERS	26		5			21						
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	49	2	9		2	36	1		1			

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

NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE DATE SUBMITTED

LAST FIRST MI

Basil Julie 3-11-2015

ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP)	PHONE (AREA CODE, NO., EXTENSION)
11 Melanie Lane, Unit 13	East Hanover	NJ	07936	973-929-2505

****

****

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

VENDOR ACTIVITY SUMMARY REPORT

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

CERTIFICATE NO. 20797 DATES OF PAYROLL PERIOD USED: FROM 3-15-2012 TO 3-15-2015

NAME OF FACILITY: Millennium Communications Group Inc.

Street	City	County	State	Zip Code
11 Melanie Lane, Unit 13	East Hanover	Morris	NJ	07936

JOB CATAGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	8					8						
PROFESSIONALS	11	2	4		3	2						
TECHNICIANS	11					11	1					1
SALES WORKERS	2		1			1	3				1	2
OFFICE & CLERICAL	5					5	4				1	3
CRAFTWORKERS	33		6			27						
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	70	2	11		3	54	8				2	6

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

NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE DATE SUBMITTED

LAST	FIRST	MI		
Basil	Julie			3-11-2015

ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP)	PHONE (AREA CODE, NO., EXTENSION)
11 Melanie Lane, Unit 13	East Hanover	NJ	07936	973-929-2505

****

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Robert Ritchie, President

Representative's Signature: [signature]

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313 Date: December 2, 2016

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 : Millennium Communications Group, Inc.

Address : 11 Melanie Lane, Unit 13 East Hanover, NJ 07936

Telephone No. : (973) 503-1313

Contact Name : Robert Ritchie, President

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
MILLENNIUM COMMUNICATIONS GROUP INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-379-133/000

SEQUENCE NUMBER:
0083855

ADDRESS:
11 MELANIE LANE UNIT 13
EAST HANOVER NJ 07936

ISSUANCE DATE:
05/15/03

EFFECTIVE DATE:
03/29/95

Acting Director

FORM-BRC(08-01)

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 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	.60*
4.11 to 4.22	.25	Over $20	1.20*
4.23 to 4.38	.26	Over $30	1.80*
4.39 to 4.56	.27	Over $40	2.40*
4.57 to 4.72	.28	Over $50	3.00*
4.73 to 4.88	.29	Over $60	3.60*
4.89 to 5.10	.30	Over $70	4.20*
5.11 to 5.22	.31	Over $80	4.80*
5.23 to 5.38	.32	Over $90	5.40*
5.39 to 5.56	.33	Over $100	6.00*
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*

) amounts above $10.00, the tax shall be $0.06 on each dollar of the amount of sale, plus the tax on each part dollar in excess of a full dollar in accordance with the ve formula.

ST-75 (11-87)

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION

Director, Division of Taxation

Date Issued

Tax Effective Date

Location of Nexus

Business Name

Business Address

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

MILLENNIUM COMMUNICATIONS GROUP

EAST HANOVER, NJ 07936

Certificate Number
61736

Registration Date: 04/19/2016
Expiration Date: 04/18/2018

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:

Millennium Communications Group, Inc.

2016

Responsible Representative(s):
Robert Ritchie, President
Ronald Cassel, CEO
J. Fletcher Creamer Jr., Member

Responsible Representative(s):
Kenneth McLaughlin, Vice-President
Glenn Creamer, Member
Dale Creamer, Director

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.

Gary Hartwig

From:	CClass@treas.state.nj.us
Sent:	Wednesday, April 20, 2016 8:19 AM
To:	Gary Hartwig
Subject:	Notice of Classification

MILLENNIUM COMM GROUP INC
11 MELANIE LN - UNIT 13
EAST HANOVER, NJ 07936

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034

DPMC

NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
$15,000,000	C052 -AUDIO-VISUAL SYSTEMS	04/18/2016	04/17/2018
	C048 -COMMUNICATION SYSTEMS	04/18/2016	
	C122 -FIBER INSTALLATION / SPLICING ONLY license #: 2345	04/18/2016	
	C120 -INSIDE PLANT CABLE license #: 2345	04/18/2016	
	C121 -OUTSIDE PLANT CABLE license #: 2345	04/18/2016	
	C050 -SECURITY/INTRUSION ALARMS	04/18/2016	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
Board of Examiners of Electrical Contractors
124 Halsey Street, 6th Floor, Newark, NJ 07102

JOHN J. HOFFMAN
Acting Attorney General

STEVE C. LEE
Acting Director

Mailing Address:
P.O. Box 45006
Newark, NJ 07101
(973) 504-6410

April 14, 2014

Mr. Ron Cassel
MILLENNIUM COMMUNICATIONS GROUP INC.
11 Melanie Lane
East Hanover NJ 07936

RE: Telecommunications Wiring Exemption Card

Dear Mr. Ron Cassel:

Attached is the Telecommunications Wiring Exemption Card.

Please be advised that pursuant to N.J.A.C. 13:31-4.1, the Telecommunications Wiring Exemption, amended and recodified on June 3, 2002 by the Board of Examiners of Electrical Contractors, the exempt entity shall:

(g) Notify the Board in writing of any change of address within 10 days of the address change.

(h) Notify the Board in writing of any change in name, ownership, or form of ownership, within 30 days of such change.

These changes must be reported in writing to the Board of Examiners of Electrical Contractors, P.O. Box 45006, Newark, New Jersey 07101.

Additionally, any questions concerning your exemption or your card should be directed to the Board by calling (973) 504-6410.

New Jersey Office of the Attorney General
Division of Consumer Affairs
Board of Examiners of Electrical Contractors

TELECOMMUNICATIONS

Limited Wiring Exemption*

Issued to: Millennium Communications Group Inc.
11 Melanie Lane
East Hanover, NJ 07936

Signature of holder

2345
Exemption No.

Sincerely,

David Freed
Acting Executive Director

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).

Steven Fulop for Mayor 2017	Hallanan for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watteiman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Councilwoman Diane Coleman

Part II – Ownership Disclosure Certification

[X] 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 [X] Subchapter S Corporation
[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert Ritchie	20 Gilbert Place, West Orange, NJ 07052
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044
Kenneth McLaughlin	145 Woodland Avenue, Mountain Lakes, NJ 07046
J. Fletcher Creamer	682 Laurel Lane, Wyckoff, NJ 07481
Glenn Creamer	175 Chestnut Ridge Road, Saddle River, NJ 07458
Dale Creamer	426 Airmont Avenue, Ramsey, NJ 07446

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: Millennium Communications Group, Inc.
Signed: _____ Title: President
Print Name: Robert Ritchie Date: December 2, 2016

Subscribed and sworn before me this 2nd day of December, 2016

My Commission expires:

(Affiant)
Robert Ritchie, President
(Print name & title of affiant) (Corporate Seal)

CARLENE WILLIAMS
NOTARY PUBLIC OF NEW JERSEY
ID # 2201240
My Commission Expires 5/29/2017

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 Millennium Communications Group, Inc(name of business entity) has not made any reportable contributions in the **one-year period preceding December 14, 2016 (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 Millennium Communications Group, 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: Millennium Communications Group, Inc.

Signed: _____ Title: President

Print Name: Robert Ritchie Date: December 2, 2016

Subscribed and sworn before me
this 2nd day of Dec., 2016.
My Commission expires:

JULIE BASIL
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 4, 2021

_____
(Affiant)

Robert Ritchie, Presidentew Text
(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.

G:\WPDOCS\RENE\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

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:	Millennium Communications Group, Inc.		
Address:	11 Melanie Lane, Unit 13		
City:	East Hanover	State: NJ	Zip: 079376

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.

Signature	Robert Ritchie Printed Name	President 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
J. Fletcher Creamer, Jr.	Pascrell for Congress	8/23/2016	$ 500.00
J. Fletcher Creamer, Jr.	District 38 Bob Gordon for Senate	6/10/2015	$ 500.00
J. Fletcher Creamer, Jr.	Pascrell for Congress	6/3/2015	$ 500.00
J. Fletcher Creamer, Jr.	Pascrell for Congress	2/23/2015	$ 1,000.00

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

City Clerk File No. Res. 16.849

Agenda No. 10.Z.33

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CAMERAS AT (6) LOCATIONS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in an effort to enhance crime suppression capabilities and enhance situational awareness the following (6) parks will receive CCTV video surveillance cameras providing direct connectivity to the Jersey City 911 Communications Center, City-wide CCTV, and the Emergency Operations Center; and

1. Ferris (Triangle) Park
2. Stevens Park
3. Muhammed Ali Park
4. Audubon Park
5. Arlington Park
6. Columbia Park

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 $40,000.00; and

WHEREAS, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote in the total amount of Two Hundred Nine Thousand, One Hundred Eleven Dollars and Thirty Two Cents ($209,111.32) for video surveillance cameras; and

WHEREAS, funds are available for this contract in the **Capital Account**;

Acct #	P.O. #	State Contract	Amount
04-215-55-938-990	123368	A88740	$209,111.32

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

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

1. A contract in the amount of $209,111.32 is awarded to Millennium Communications for video surveillance cameras.

2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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.

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.849

Agenda No. 10.Z.33 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CAMERAS AT (6) LOCATIONS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **Capital Account**;

Acct #	P.O. #	State Contract	Amount
04-215-55-938-990	123368	A88740	$209,111.32

Approved by _____ December 7, 2016

Peter Folgado, Director of Purchasing — Date

RPPO, QPA

PF/pv
12/7/16

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

R.R. 12-12-16

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CAMERAS AT (6) LOCATIONS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS.

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Patrick Stamato	DPW Director
Phone/email	201-547-4400	pstamato@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- Camera installation at six (6) Jersey City Park.
- Ferris, Stevens, Muhammed Ali, Audubon, Arlington, and Columbia parks.

Cost (Identify all sources and amounts)

04-215-55-938-990 (Parks Capital Account)
Contract Amount =$209,111.32

Contract term (include all proposed renewals)

One time installation.

Type of award Resolution awarded as a State Contract.

If "Other Exception", enter type

Additional Information

State Contract # A88740.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/07/16

Signature of Purchasing Director **Date** 12/7/16

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
123368
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0177242**
BUYER **STATECONT**

DATE	VENDOR NO.
12/07/2016	MI368688

VENDOR INFORMATION

MILLENNIUM COMMUNICATIONS
11 MELANIE LANE, UNIT 13

EAST HANOVER NJ 07936

DELIVER TO
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

BILL TO
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	INS	INSTALLATION OF : SIX (6) JERSEY CITY PARKS 1. FERRIS (TRIANGLE) PARK 2. STEVENS PARK 3. MUHAMMED ALI PARK 4. AUDUBON PARK 5. ARLINGTON PARK 6.COLUMBIA PARK T-2989: COMMUNICATIONS WIRING SERVICES SC A88740 SC RESO_____, APPROVED_____	04-215-55-938-990	209,111.3200	209,111.32
		TAX EXEMPTION NO. 22-6002013		PO Total	209,111.32

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X _____
VENDOR SIGN HERE

_____
OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

_____
TITLE OR POSITION DATE

_____
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #
0177242

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor

Dept. Bill To
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

SC

Dept. Ship To
PUBLIC WORKS
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
Danny Baijnauth
2015474405

Quantity	UOM	Description	Account	Unit Price	Total
1.00	INS	INSTALLATION OF : SIX (6) JERSEY CITY PARKS 1. FERRIS (TRIANGLE) PARK 2. STEVENS PARK 3. MUHAMMED ALI PARK 4. AUDUBON PARK 5. ARLINGTON PARK 6.COLUMBIA PARK	04-215-55-938-990	.00	.00

Requisition Total .00

Req. Date: 12/07/2016
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: Sitendra Baijnauth 12/7/16

This Is Not A Purchase Order

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MILLENNIUM COMMUNICATIONS GROUP INC.
Trade Name:	
Address:	11 MELANIE LANE UNIT 13 EAST HANOVER, NJ 07936-1100
Certificate Number:	0083855
Effective Date:	July 05, 1995
Date of Issuance:	December 07, 2016

For Office Use Only:

20161207143919617

MILLENNIUM
COMMUNICATIONS GROUP INC.

One Point of Contact.
Endless Possibilities.

Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #ed75580
NJ State Contract/#T2989/#88740
Communications Wiring Services
Hunterdon County HCESC TEC #06
Passaic County Co-Op #38PCCP
SPIN#143007785

October 19, 2016

Director Kierce
Jersey City OEM/Homeland Security
715 Summit Avenue
Jersey City, NJ 07306

Dear Director Kierce:

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal for Installation of new camera at 6 Park locations in Jersey City. The proposal is for 21 HD fixed cameras, 5 PTZ HD cameras, fiber optic network expansion and integrating into the existing CCTV system at the following locations.

Ferris (Triangle) Park
Stevens Park
Muhammed Ali Park
Audubon Park
Arlington Park
Columbia Park

All work will be performed under the NJ Prevailing Wage Act, PEPPM and our NJ State Contract #T2989.

Engineering:

- Strand Map Poles
- Cad Into JC PFN Drawings
- Splice detail
- As-builts

Ferris Park:

- Furnish and Install 1,450' of new strand and hardware Rutgers Ave, Cator Ave. & Rose Ave.
- Furnish and Install new 6 count fiber optic cable from splice point to Traffic Light on Old Bergen & Rose Ave...
- Furnish and Install 1 slack coil

- Furnish and Install new Splice location
- Furnish and install new camera enclosure
- Furnish and Install 4 new HD Fixed cameras
- Furnish and Install Cat 5e cable in Traffic Control conduit
- Integrate into existing CCTV system

Steven's Park

- Furnish & Install new strand and hardware on Bergen, Stevens Ave. to MLK
- Furnish & Install 12 count fiber optic cable from existing splice point to new splice point on Stevens & MLK
- Furnish & Install 6 count fiber optic cable on Stevens to Stevens Park across MLK
- Furnish & Install Splice enclosure
- Splice Fiber Optic Cable
- Furnish and Install 2 HD Fixed cameras and 1 Enclosure in Park
- Furnish & Install 1 new HD PTZ on existing CCTV pole
- Install utility pole in Park
- Coordinate with PSE&G for power drop
- Integrate into existing JC CCTV system

Muhammed Ali Parks :

- Furnish & Install new strand and hardware on Rutgers Ave. & Van Nostrand Ave.
- Over-lash to existing network on Rutgers from Chapel to Wade
- Furnish & Install 6 count fiber optic cable on Rutgers Ave.
- Splice Fiber Optic Cable into existing splice enclosure
- Coordinate with PSE&G for power drop
- Furnish and Install 3 HD Fixed cameras and camera enclosure in east park
- Install on existing Aluminum Light Pole
- On north side of east park replace existing PTZ 3 HD fixed cameras and enclosure
- Integrate into existing JC CCTV system

Audubon:

- Furnish & Install Splice enclosure
- Set utility pole on north end of park
- Splice Fiber Optic Cable – 6 count jumpers from existing splice point
- Furnish and Install 2 HD Fixed cameras and 1 PTZ HD camera
- Furnish and Install Cat 5e cabling in existing Traffic Light conduit system
- Integrate into existing JC CCTV system

MILLENNIUM
COMMUNICATIONS GROUP INC.

One Point of Contact
Endless Possibilities.

Arlington Park:

- Furnish and Install new strand & Hardware on Garfield Ave., up Bramhall and down Arlington Ave.
- Furnish and Install 6 count FOC as above route
- Splice into existing splice point on Garfield Ave. at Berry Lane Park
- Set 2 utility poles in park
- Coordinate with PSE&G for power to new poles
- Furnish and install 2 new camera enclosures
- Furnish and install 4 HD fixed cameras and 2 – HD PTZ cameras
- Integrate into existing JC CCTV system

Columbia Park:

- Furnish and Install new Splice Point at Bartholdi and Old Bergen
- Furnish and Install 6 count FOC on Bartholdi
- Furnish and Install utility pole
- Furnish and install slack coil
- Furnish and Install camera enclosure
- Furnish and Install 3 Fixed HD cameras and 1 PTZ HD on new pole
- Furnish 20 – 30' trench from transformer pad to new utility pole
- Coordinate with PSE&G for power
- Integrate into existing JC CCTV system

TOTAL COST: ***$249,987.90***

Traffic Control to be supplied by City PD

Sincerely
Robert Ritchie
President

Customer Acceptance
The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature Print Name Title Date

Please fax to (973) 503- 0111.
President

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111
Affirmative Action, Equal Opportunity Employer
millenniuminc.com

☐ 100% Complete
☐ Partial

Millennium Communications Group Inc.
NJSWC Project Estimate: Jersey City Ferris-Columbia (6)
Automatic 1 year warranty on equipment & workmanship

Job# TBD

Date: 11/21/2016

NJSWC Contact T2989 / T1778
☐ Individual Order
☐ Blanket Order

Description	NJSWC Unit Rate	Units	Extended Cost	NJSWC Cost
			$ -	$ -
			$ -	$ -
Apprentice Labor Category			$ -	$ -
Business Day 8:00am to 5:00pm ET Monday - Friday ET	$ 51.00	264	$ 13,464.00	$ 13,464.00
Over Time 5:01pm to 7:59am ET Monday - Thursday ET	$ 76.00		$ -	$ -
Friday 5:01 PM to 11:59 PM	$ 51.00		$ -	$ -
Saturday - All day	$ 76.00		$ -	$ -
Sunday - All day	$ 84.00		$ -	$ -
Vendor Holiday - All Day	$ 84.00		$ -	$ -
			$ -	$ -
Technician A / Foreman / Fiber Technician			$ -	$ -
Business Day 8:00am to 5:00pm ET Monday - Friday ET	$ 108.59	488	$ 52,991.92	$ 52,991.92
Over Time 5:01pm to 7:59am ET Monday - Thursday ET	$ 162.88		$ -	$ -
Friday 5:01 PM to 11:59 PM	$ 108.59		$ -	$ -
Saturday - All day	$ 162.88		$ -	$ -
Sunday - All day	$ 181.00		$ -	$ -
Vendor Holiday - All Day	$ 181.00		$ -	$ -
			$ -	$ -
Senior Technician / Forman 16 or more drops / Assistant G. Forman	$ -		$ -	$ -
Business Day 8:00am to 5:00pm ET Monday - Friday ET	$ 123.80	488	$ 60,414.40	$ 60,414.40
Over Time 5:01pm to 7:59am ET Monday - Thursday ET	$ 185.70		$ -	$ -
Friday 5:01 PM to 11:59 PM	$ 123.80		$ -	$ -
Saturday - All day	$ 185.70		$ -	$ -
Sunday - All day	$ 205.70		$ -	$ -
Vendor Holiday - All Day	$ 205.70		$ -	$ -
	$ -		$ -	$ -
			Total Cost	$ 126,870.32

SC
209,111.32

Millennium Communications Group Inc.
NJSWC Project Estimate: Jersey City Ferris-Columbia (6) Job# TBD
Automatic 1 year warranty on equipment & workmanship Date: 11/21/2016

NJSWC Contact T2989 / T1778
☐ Individual Order
☐ Blanket Order

Vendor	State discount	Item ID Code	Cost / MSRP	Manufacturer	Materials	Unit Rate	Units	Extended Cost	
Graybar	5.00%	RFP 14-X-22717	$ 871.23	Tessco	Tessco NEMA Enclosure	$ 827.67	8	$ 6,621.35	$ 6,621.35
Graybar	13.50%	RFP 14-X-22717	$ 44.99	APC	RBC2	$ 38.92	8	$ 311.33	$ 311.33
Graybar	37.00%	RFP 14-X-22717	$ 49.99	Di-Tek	Surge Protectors Ethernet (DTK-MRJPOE)	$ 31.49	32	$ 1,007.80	$ 1,007.80
Graybar	37.00%	RFP 14-X-22717	$ 161.70	Di-Tek	Surge Protectors AC Power (DTK-TSS2NM)	$ 101.87	16	$ 1,629.94	$ 1,629.94
Graybar	10.00%	RFP 14-X-22717		L-COM	Shielded Patch Cords TRD855SCR-2	$ 7.49	64	$ 479.35	$ 479.35
Graybar	10.00%	RFP 14-X-22717	$ 3.25	L-COM	Din Rail DIN-35-NB18	$ 2.93	16	$ 46.89	$ 46.89
Graybar	5.00%	RFP 14-X-22717	$ 8.60	Tessco	Hardware Kit 429119	$ 8.20	8	$ 65.59	$ 65.59
Graybar	5.00%	RFP 14-X-22717	$ 1,847.13	Tessco	Wire Harness	$ 1,584.77	8	$ 12,518.19	$ 12,518.19
Graybar	9.00%	RFP 14-X-22717	$ 675.95	Blackbox	Switch (LEH2004A-4GSFP)	$ 615.11	8	$ 4,920.92	$ 4,920.92
Graybar	9.00%	RFP 14-X-22717	$ 71.99	Blackbox	SFP's LFP415	$ 65.51	32	$ 2,096.35	$ 2,096.35
Graybar	25.00%	RFP 14-X-22717	$ 58.99	Corning	Corning Fiber Panel SPH-01P	$ 44.99	8	$ 359.94	$ 359.94
Graybar	25.00%	RFP 14-X-22717	$ 48.97	Corning	Corning FiberBulkhead CCH-CP06-59	$ 36.73	8	$ 293.82	$ 293.82
Graybar	25.00%	RFP 14-X-22717	$ 47.48	Corning	Corning Fiber Patch Cable 2 fiber patch cord	$ 35.62	16	$ 569.88	$ 569.88
Graybar	9.00%	RFP 14-X-22717	$ 5.95	Tessco	Nema Enclosure Fittings	$ 5.41	48	$ 259.80	$ 259.80
Graybar	9.00%	RFP 14-X-22717	$ 112.67	Tessco	Stainless Strapping	$ 102.60	8	$ 822.42	$ 822.42
Graybar	9.00%	RFP 14-X-22717	$ 113.00	Tessco	Pole Mount Kit	$ 102.83	8	$ 822.64	$ 822.64
Graybar	9.00%	RFP 14-X-22717	$ 57.10	Tessco	Door Latch	$ 51.99	16	$ 831.38	$ 831.38
Graybar	9.00%	RFP 14-X-22717	$ 19.00	Tessco	Duplex Outlet	$ 17.29	8	$ 138.32	$ 138.32
Graybar	9.00%	RFP 14-X-22717	$ 1,650.00	Tessco	Inverter	$ 1,501.50	8	$ 12,012.00	$ 12,012.00
Graybar	25.00%	RFP 14-X-22719	$ 0.59	Corning	6 Count Fiber Optic Cable Sm	$ 0.44	8010	$ 3,544.43	$ 3,544.43
Graybar	25.00%	RFP 14-X-22719	$ 0.71	Corning	12 Count Fiber Optic Cable SM	$ 0.53	1800	$ 958.50	$ 958.50
Graybar	25.00%		$ 0.46	Thomas & Betts	Strand & pole Hardware	$ 0.35	6310	$ 2,176.85	$ 2,176.85
Graybar	25.00%		$ 0.05	Thomas & Betts	Lashing Wire	$ 0.04	6560	$ 246.00	$ 246.00
Graybar	25.00%		$ 730.67	Corning	Splice Enclosures	$ 548.00	6	$ 3,288.02	$ 3,288.02
						$ -		$ -	$ -
						$ -		$ -	$ -
						$ -		$ -	$ -
						$ -		$ -	$ -
						$ -		$ -	$ -
					Open Labor Category	$ -		$ -	$ -
					Project Management	$ 165.46	120	$ 19,855.20	$ 19,855.20
					Cad Designer	$ 79.55	60	$ 4,384.00	$ 4,384.00
						$ -		$ -	$ -
						$ -		$ -	$ -
						$ -		$ -	$ -
					Vehicles	$ -		$ -	$ -
					Project Management Vehicle	$ 10.00		$ -	$ -
					Network Integrator Vehicle	$ 10.00		$ -	$ -
					Fiber Optic Technician Vehicle	$ 30.00		$ -	$ -
					Field Survey Engineer Vehicle	$ 10.00		$ -	$ -
					Field Technician Vehicle	$ 20.00		$ -	$ -
					Installation Specialist Vehicle	$ 10.00		$ -	$ -
					Cad Designer Vehicle	$ 10.00		$ -	$ -
						$ -		$ -	$ -
							Total Open Market	$ 82,241.00	$ 82,241.00
								Project Total Cost	$ 209,111.32

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

City Clerk File No. Res. 16.850

Agenda No. 10.Z.34

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CCTV VIDEO SECURITY CAMERAS AT NINE LOCATIONS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-16 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of $1,776,000.00 for FY-2016 through the Urban Area Security Initiative (UASI) grant program; and

WHEREAS, this funding will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man-made disasters or acts of terrorism and Crime prevention; and

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City ("City") to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70, Contract GS-35F-0220R, Information Technology Services; and

WHEREAS, in an effort to enhance crime suppression capabilities and enhance situational awareness the following 9 locations identified through COMPSTAT will receive CCTV video surveillance cameras providing direct connectivity to the Jersey City 911 Communications Center, City-wide CCTV, and the Emergency Operations Center; and

1. MLK Drive & Atlantic Street
2. MLK Drive & Stegman Street
3. MLK Drive & Wilkinson Avenue
4. MLK Drive & Wade Street
5. MLK Drive & Woodlawn Ave
6. Rutgers Avenue & Chapel Avenue
7. Ocean Avenue & Woodlawn Avenue
8. Ocean Avenue & Wegman Parkway
9. Ocean Avenue & Bayview Avenue

WHEREAS, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote in the total amount of Three Hundred Fifty Eight Thousand, Two Hundred Ninety One Dollars and Forty Three Cents ($358,291.43), for CCTV video surveillance cameras for the Office of Emergency Management; and

(Continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.850

Agenda No. 10.Z.34 DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CCTV VIDEO SECURITY CAMERAS AT NINE LOCATIONS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-16 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

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

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

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract in the amount of $358,291.43 for CCTV video surveillance cameras is awarded to Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R.

2. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

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

UASI FY-16 Grant Account	Purchase Order	Amount
02-213-40-672-314	123367	$358,291.43

Peter Folgado, ~~Director of~~ Purchasing, QPA, RPPO

December 7, 2016
Date

PF/pv
12/7/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

R.R. 12-12-16

_____
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF CCTV VIDEO SECURITY CAMERAS AT NINE LOCATIONS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT FUNDED THROUGH FY-16 UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT

Initiator

Department/Division	Public Safety	OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution will authorize the award of a contract to Millennium Communications to install 36 CCTV Video Surveillance cameras at 9 locations, MLK Drive & Atlantic Street, MLK Drive & Stegman Street, MLK Drive & Wilkinson Avenue, MLK Drive & Wade Street, MLK & Woodlawn Ave, Rutgers Ave & Chapel Ave, Ocean Ave & Woodlawn Ave, Ocean Ave & Wegman Pwky, and Ocean Ave & Bayview Ave predetermined by COMPSTAT. These cameras will be directly connected to the City-wide CCTV system and the Emergency Operations Center and will enhance the City's readiness and response capabilities to respond to and prevent natural or man-made disasters, acts of terrorism and crime suppression. Funding for this project, $358,291.43 is provided thru FFY-16 UASI Funding and this contract is awarded under GSA Contract # GS-35F0220R

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 12/7/16

Signature of Purchasing Director — **Date** 12/7/16

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
123367

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0177243**
BUYER **RESOGSA**

DATE	VENDOR NO.
12/07/2016	MI368688

VENDOR INFORMATION

MILLENNIUM COMMUNICATIONS
11 MELANIE LANE, UNIT 13

EAST HANOVER NJ 07936

DELIVER TO
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE

JERSEY CITY NJ 07307

BILL TO
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	CCTV AT 9 LOCATIONS 1. MLK DR & ATLANTIC ST 2. MLK DR & STEGMAN ST 3. MLK DR & WILKINSON AVE 4. MLK DR & WADE ST 5. MLK DR & WOODLAWN AVE 6. RUTGERS AVE & CHAPEL AVE 7. OCEAN AVE & WOODLAWN AVE 8. OCEAN AVE & WEGMAN PKWY 9. OCEAN AVE & BAYVIEW AVE CCTV VIDEO SURVEILLANCE CAMERAS CONNECTIVITY TO THE JC 911 COMMS CTR, CITY-WIDE CCTV, AND EOC GSA CONTRACT NO. GS-35F0220R SCHEDULE 70: INFO TECH SERVICES SIN NO. 132-8, 132-12 AND 132-51 GSA RESO_____, APPROVED_____	02-213-40-672-314	358,291.4300	358,291.43
		TAX EXEMPTION NO. 22-6002013		PO Total	358,291.43

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X _____
VENDOR SIGN HERE

_____
OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

_____
TITLE OR POSITION DATE

_____
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #
0177243

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
MILLENNIUM COMMUNICATIONS
11 MELANIE LANE, UNIT 13
EAST HANOVER NJ 07936

MI368688

Dept. Bill To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE

JERSEY CITY

Dept. Ship To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

Contact Info
DBaker
000000201.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CCTV AT 9 LOCATIONS	0221340672314060	358,291.43	358,291.43

1. MLK DR & ATLANTIC ST
2. MLK DR & STEGMAN ST
3. MLK DR & WILKINSON AVE
4. MLK DR & WADE ST
5. MLK DR & WOODLAWN AVE
6. RUTGERS AVE & CHAPEL AVE
7. OCEAN AVE & WOODLAWN AVE
8. OCEAN AVE & WEGMAN PKWY
9. OCEAN AVE & BAYVIEW AVE

CCTV VIDEO SURVEILLANCE CAMERAS CONNECTIVITY
TO THE JC 911 COMMS CTR, CITY-WIDE CCTV, AND
EOC

GSA CONTRACT NO. GS-35F0220R

SCHEDULE 70: INFO TECH SERVICES

SIN NO. 132-8, 132-12 AND 132-51

GSA RESO_____, APPROVED_____

Requisition Total **358,291.43**

Req. Date: 12/07/2016

Requested By: DBAKER

Buyer Id:

Approved By:_____

This Is Not A Purchase Order

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MILLENNIUM COMMUNICATIONS GROUP INC.
Trade Name:	
Address:	11 MELANIE LANE UNIT 13 EAST HANOVER, NJ 07936-1100
Certificate Number:	0083855
Effective Date:	July 05, 1995
Date of Issuance:	December 07, 2016

For Office Use Only:

20161207143919617

GSA eLibrary

GSA Federal Acquisition Service

Home | eBuy - quotes | GSA Advantage - online shopping | help

Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #: GS-35F-0220R
Contractor: MILLENNIUM COMMUNICATIONS GROUP INC.
Address: 11 MELANIE LN UNIT 13 E
EAST HANOVER, NJ 07936-1100
Phone: 800-677-1919
E-Mail: kmclaughlin@millenniuminc.com
Web Address: http://www.millenniuminc.com
DUNS: 932528250
NAICS: 541519

Socio-Economic : Small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Point of Contact:
SHAROLYN MACK
Phone: 703-605-2751
E-Mail: sharolyn.mack@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0220R		Dec 20, 2019	132 12	DISAST PURCH	GSA Advantage!
					132 51	COOP PURCH DISAST PURCH	GSA Advantage!
					132 8	COOP PURCH DISAST PURCH	GSA Advantage!

MILLENNIUM
COMMUNICATIONS GROUP INC.

One Point of Contact.
Endless Possibilities.

Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #75580
NJ State Contract/#T2989/#88740
Communications Wiring Services
Hunterdon County HCESC TEC #06
Passaic County Co-Op #38PCCP
SPIN#143007785

October 19, 2016

Director Kierce
Jersey City OEM/Homeland Security
715 Summit Avenue
Jersey City, NJ 07306

Dear Director Kierce:

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal for Installation of 9 new camera locations in Jersey City. The proposal is for 35 HD fixed cameras, fiber optic network expansion and integrating into the existing CCTV system.

All work will be performed under the NJ Prevailing Wage Act and our GSA Federal Contract.

Engineering:

- Strand Map Poles
- Cad into JC PFN Drawings
- Splice detail
- As-builts

Section I, Camera Location 1:

- Over-lash a 24 count fiber optic cable from the New West Precinct to the corner of Bergen/Union
- Furnish and Install new strand and hardware
- Furnish and Install new 6 count fiber optic cable from splice point to MLK/Atlantic St.
- Furnish and Install 1 foundation on MLK
- Install CCTV aluminum Pole on MLK
- Furnish and Install 4 HD Fixed cameras
- Furnish and Install new termination panel at West Precinct
- Integrate into existing CCTV system

MILLENNIUM
COMMUNICATIONS GROUP INC.

One Point of Contact.
Endless Possibilities.

Section II. Camera Locations 2, 3 & 4:

- Furnish & Install new strand and hardware on Bergen, Wilkinson, Stegman and Woodlawn
- Furnish & Install 24 count fiber optic cable from existing splice point to new splice point on Bergen/Stegman
- Furnish & Install 6 count fiber optic cable on Woodlawn, Stegman and Bergen - Wilkinson
- Furnish & Install Splice enclosure
- Splice Fiber Optic Cable
- Furnish and Install 4 HD Fixed cameras at each corner on Woodlawn/MLK, Stegman/MLK and Wilkinson/MLK
- Install utility pole on Wilkinson
- Integrate into existing JC CCTV system

Section III. Camera Locations 5 & 6:

- Furnish & Install new strand and hardware on Bergen, JFK, Wade and Rutgers
- Furnish & Install 12 count fiber optic cable from existing splice point to new splice point on Wade St.
- Furnish & Install 6 count fiber optic cable on Wade St. and Rutgers Ave.
- Furnish & Install Splice enclosure
- Splice Fiber Optic Cable
- Furnish and Install 4 HD Fixed cameras at Wade/MLK & 3 HD at Rutgers/Chapel
- Install utility pole on Rutgers
- Integrate into existing JC CCTV system

Section IV. Camera Locations 7, 8 & 9:

- Furnish & Install new strand and hardware on Garfield Ave., Bayview, Wegman Pkwy. & Woodlawn
- Furnish & Install 48 count fiber optic cable from Rec. Bldg. to new splice point on Woodlawn
- Furnish & Install 48 count fiber optic cable on Woodlawn to Wegman Pkwy. To new Splice point on Wegman
- Furnish & Install 2 Splice enclosure
- Splice Fiber Optic Cable
- Furnish and Install 4 HD Fixed cameras at each corner Woodlawn/Ocean, Wegman/Ocean and Bayview Ave.
- Integrate into existing JC CCTV system

TOTAL COST: ***$358,291.43***

Sincerely
Robert Ritchie
President

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111
Affirmative Action, Equal Opportunity Employer
millenniuminc.com

MILLENNIUM
COMMUNICATIONS GROUP INC.

One Point of Contact.
Endless Possibilities.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature	Print Name	Title	Date
	W Kierce	Dir Oems	12/7/16

Please fax to (973) 503- 0111.
President

☑ APPROVED

FUNDED THRU FY-16 UASI

☐ 100% Complete
☐ Partial

Millennium Communications Group Inc.
GSA Project Estimate: Jerey City
Automatic 1 year warranty on equipment & workmanship

Job# TBD
Estimate Number GSA GS-35F-0220R Date: 10/19/2016

GSA Contract # GS-35F0220R
☐ Individual Order
☐ Blanket Order

Schedule	Vendor	GSA#	SIN	Labor Cat./Part #	Description	GSA Unit Rate	Units	Extended Cost	GSA Cost
70	Millennium	GSA GS-35F-0220R	132-8	PAS-10-012	FURNISH AND INSTALL BLANK ENCLOSURE	$ 864.72	9	$ 7,782.48	$ 7,782.48
70	Millennium	GSA GS-35F-0220R	132-8	PAS-10-070	FURNISH AND INSTALL POWER SUPPLY	$ 1,329.83	9	$ 11,968.47	$ 11,968.47
70	Millennium	GSA GS-35F-0220R	132-8	NEQ-10-026	FURNISH AND INSTALL 10/100/1000 GIGABIT SWITCH	$ 1,098.24	9	$ 9,884.16	$ 9,884.16
70	Millennium	GSA GS-35F-0220R	132-8	NEQ-10-023	FURNISH AND INSTALL LH-SM OPTICAL SFP MODULE	$ 1,366.95	9	$ 12,297.15	$ 12,297.15
70	Millennium	GSA GS-35F-0220R	132-8	SSS009	Installation and network configuration of single camera license	$ 519.61	35	$ 18,188.35	$ 18,188.35
70	Millennium	GSA GS-35F-0220R	132-8	SSS043	5 Megapixel Day/Night Camera installation and system configuration.	$ 1,937.95	35	$ 67,828.25	$ 67,828.25
70	Millennium	GSA GS-35F-0220R	132-8	SSS024	Fixed Camera Mount	$ 157.87	35	$ 5,525.45	$ 5,525.45
70	Millennium	GSA GS-35F-0220R	132-8	SSS013	Installation and network configuration of IP system.	$ 550.68	35	$ 19,273.80	$ 19,273.80
70	Millennium	GSA GS-35F-0220R	132-8	LVC002	Furnish and Install a complete Category 5 UTP Communications Drop	$ 606.87	35	$ 21,240.45	$ 21,240.45
70	Millennium	GSA GS-35F-0220R	132-8	APC001	6 count single mode fiber optic cable aerial outdoor	$ 4.18	9250	$ 38,665.00	$ 38,665.00
70	Millennium	GSA GS-35F-0220R	132-8	APC002	12 count single mode fiber optic cable aerial outdoor	$ 4.19	2000	$ 8,380.00	$ 8,380.00
70	Millennium	GSA GS-35F-0220R	132-8	APC003	24 count single mode fiber optic cable aerial outdoor	$ 4.26	5500	$ 23,430.00	$ 23,430.00
70	Millennium	GSA GS-35F-0220R	132-8	APC005	48 count single mode fiber optic cable aerial outdoor	$ 4.42	2200	$ 9,724.00	$ 9,724.00
70	Millennium	GSA GS-35F-0220R	132-8	OFS045	Fiber optic splice case for up to 48 fibers aerial	$ 2,838.89	6	$ 17,033.34	$ 17,033.34
70	Millennium	GSA GS-35F-0220R	132-8	LVC018	Fiber Optic Termination 24 Count	$ 1,969.03	1	$ 1,969.03	$ 1,969.03
70	Millennium	GSA GS-35F-0220R	132-8	LVC020	Fiber Optic Termination 48 Count	$ 2,918.74	1	$ 2,918.74	$ 2,918.74
70	Millennium	GSA GS-35F-0220R	132-8	LVC016	Fiber Optic Termination 6 Count	$ 1,086.94	6	$ 6,521.64	$ 6,521.64
70	Millennium	GSA GS-35F-0220R	132-8	CEC-10-021	FURNISH AND INSTALL MULTI CONDUCTOR CABLE UP TO 300FT	$ 1,052.68	9	$ 9,475.92	$ 9,475.92
						$ -		$ -	$ -
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						$ -		$ -	$ -
					Labor Category	$ -		$ -	$ -
70	Millennium	GS-35F-0220R	132-51	Labor	Project Management	$ 165.46	60	$ 9,927.60	$ 9,927.60
70	Millennium	GS-35F-0220R	132-51	Labor	Network Inlegrator	$ 132.59	120	$ 15,910.80	$ 15,910.80
70	Millennium	GS-35F-0220R	132-51	Labor	Fiber Optic Technician	$ 116.68	120	$ 14,001.60	$ 14,001.60
70	Millennium	GS-35F-0220R	132-51	Labor	Field Survey Engineer	$ 98.64	40	$ 3,945.60	$ 3,945.60
70	Millennium	GS-35F-0220R	132-51	Labor	Field Technicain	$ 93.34	120	$ 11,200.80	$ 11,200.80
70	Millennium	GS-35F-0220R	132-51	Labor	Instalation Specialist	$ 93.34	120	$ 11,200.80	$ 11,200.80
70	Millennium	GS-35F-0220R	132-51	Labor	Cad Designer	$ 79.55		$ -	$ -
					Repair Category	$ -		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #2 Analyzes network characteristics	$ 123.88		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #3 Test and repair equipment	$ 109.02		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #4 Repairing information technology systems	$ 92.16		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #5 Review and repair mechanical and fusion splices	$ 87.21		$ -	$ -
70	Millennium	GS-35F-0220R	132-12	Labor	Repair Rate #6 Repair communication and network components	$ 87.21		$ -	$ -
						$ -		$ -	$ -
						$ -		$ -	$ -
								Total GSA Cost	$ 358,291.43

Millennium Communications Group Inc.
GSA Project Estimate: Jerey City
Automatic 1 year warranty on equipment & workmanship

Job# TBD
Estimate Number GSA GS-35F-0220R Date: 10/19/2016

GSA Contract # GS-35F0220R
☐ Individual Order
☐ Blanket Order

Open Market				Item	Description	Unit Rate		Units	Extended Cost	
					Misc. Consumables	$ -			$ -	$ -
						$ -			$ -	$ -
						$ -			$ -	$ -

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

City Clerk File No. Res. 16.851

Agenda No. 10.Z.35

Approved: DEC 14 2016

TITLE:

RESOLUTION REQUESTING THE CITY OF JERSEY CITY DIVISION OF ENGINEERING TO STUDY AND PREPARE PLANS FOR A SAFETY AND ACCESSIBILITY REDESIGN OF GRAND STREET, TO INCLUDE ADVANCED DESIGN TECHNIQUES SUCH AS A "ROAD DIET," PEDESTRIAN SAFETY FEATURES, AND PROTECTED BIKE LANES, AS APPROPRIATE.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City is undergoing rapid population growth and is challenged to provide effective transportation for its residents, businesses, and institutions beyond what private passenger cars can consistently provide; and

WHEREAS, Grand Street is a vital transportation corridor, connecting diverse and growing neighborhoods from Bergen-Lafayette to Exchange Place, and also provides access to Liberty State Park and the Hudson River Waterfront Walkway bike/walk path; and

WHEREAS, the Council has previously enacted a Complete Streets resolution, calling for continuous improvement of city streets whenever possible to allow greater access to walking, biking, and mass transit, for a safer, healthier, more ecologically sustainable, and more economically vibrant city; and

WHEREAS, the City has already begun pursuing these goals, through installation of bike lanes and bike racks and the rollout of Citi Bike JC; pedestrian safety improvements such as textured brickface crosswalks and pop-up crosswalk stop signs, along with a new pedestrian plaza; and general traffic-calming measures such as speed humps, new stop signs, center refuge islands, re-timing of traffic lights, and corner daylighting; and

WHEREAS, Grand Street is nonetheless still plagued by speeding and reckless motor-vehicle traffic, which has resulted in numerous serious and fatal crashes, and has made the entire corridor dangerous, noisy, and intimidating to our residents and anyone driving, biking, or walking on the street, while depriving cyclists of the arterial, crosstown connections needed to fully utilize existing bike lanes on smaller streets; and

WHEREAS, proven solutions to these problems exist in advanced street redesign measures already in heavy use around the world and across our region, and approved by federal and New Jersey authorities, including "road diets" that reduce the number and width of motor travel lanes on a street, bumpouts that shorten pedestrian crossing distances and times, and physically separated and protected bicycle lanes that enable greater numbers of people to cycle as their regular transportation, and all these techniques have been shown repeatedly to improve safety for all road users as well as the health, economic vitality, and overall welfare of the communities where they are used,

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 16.851

Agenda No. 10.Z.35 DEC 14 2016

TITLE:

NOW, THEREFORE, BE IT RESOLVED, that the Council asks the Department of Engineering and City Planning to use its expertise, in consultation with stakeholders such as Bike JC and Safe Streets JC, to prepare a plan for a comprehensive redesign of Grand Street using advanced techniques such as those described above; and

BE IT FURTHER RESOLVED, that this and similar projects undertaken by the city be considered pilots and models for a citywide network of bike-, walk-, and transit-friendly streets, featuring various of the same amenities as appropriate, and that the Council desires to further this end through more permanent processes, including the adoption of a standard design manual for Complete Streets and a regular, annual appropriation of funds for such improvements.

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.852

Agenda No. 10.Z.36

Approved: DEC 14 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT WITH VAISHNO MA ACADEMY, LLC FOR THE USE OF PARKING SPACES AT 165-169 ACADEMY STREET

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

WHEREAS, the City of Jersey City ("City") is in immediate need of parking facilities for employees who work at the Lewis S. McRae Justice Complex located at 365 Summit Ave; and

WHEREAS, Vaishno Ma Academy, LLC ("VMA") owns a commercial parking lot located at 165-169 Academy Street; and

WHEREAS, VMA agrees to license to the City the use of the entire parking lot that shall consist of thirty (30) reserved parking spaces at 165-169 Academy Street at no cost to the City; and

WHEREAS, VMA agrees to license the parking spaces to the City until such time that the City is authorized to execute a lease for the parking spaces; and

WHEREAS, the license agreement shall expire on February 1, 2017; and

WHEREAS, the City shall indemnify VMA against any claims arising from the City's use of the parking spaces; and

WHEREAS, the City shall maintain the parking lot, including snow removal on the lot and sidewalks, and shall restripe the parking lot as needed; and

WHEREAS, the parking spaces licensed to the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code and the City's fees for parking lots and public garages pursuant to section 160-1(Y.1) et seq. of the City Code; and

WHEREAS, the City and VMA will have the right to terminate the License Agreements without cause by providing five (5) days' written notice; and

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT WITH VAISHNO MA ACADEMY, LLC FOR THE USE OF PARKING SPACES AT 165-169 ACADEMY STREET

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

1. The Mayor or Business Administrator is authorized to execute the License Agreement substantially in the form attached hereto with VMA for reserved parking spaces located at 165-169 Academy Street;

2. The license agreement shall expire on February 1, 2017;

3. The City and VMA will have the right to terminate the Lease Agreements without cause by providing five (5) days' written notice;

4. The City shall indemnify the Landlords against any claims arising from the City's use of the parking spaces;

5. The City shall maintain the parking lot, including snow removal on the lots and sidewalks, and shall restripe the parking lots as needed.

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 12.14.16

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZINIG THE CITY OF JERSEY CITY TO EXECUTE A LICENSE AGREEMENT FOR A TERM TO END NO LATER THAN FEBRUARY 1, 2017 WITH VAISHNO MA ACADEMY, LLC FOR THE USE OF PARKING SPACES AT 165-169 ACADEMY STREET

Project Manager

Department/Division	Office of Business Administrator	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	201-547-4642	RJkakoleski@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution Authorizing the City of Jersey City to execute License Agreements for a term to end no later than February 1, 2017 with Vaishno Ma Academy, LLC for the use of parking spaces at 165-169 Academy Street

Cost (Identify all sources and amounts)

$0 rent

Contract term (include all proposed renewals)

Expires February 1, 2017.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 12/13/16

LICENSE AGREEMENT

This **AGREEMENT** made this ___ day of , 2017, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the "City" or "Tenant") and **VAISHNO MA ACADEMY, LLC** with offices at 2449 Kennedy Boulevard, Jersey City, New Jersey 07306 (the "Landlord").

WHEREAS, the City requires parking facilities for employees who work at the Lewis S. McRae Justice Complex located at 365 Summit Ave; and

WHEREAS, the Landlord owns parking lot consisting of thirty (30) parking spaces located at 165-169 Academy Street (the "Facility"); and

WHEREAS, the Landlord agrees to License to the City the Facility at no cost; and

WHEREAS, the City and Landlord desire to enter into this License Agreement for a term to end on February 1, 2017; and

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

ARTICLE I

Premises

Landlord does hereby License to the City the use of the Facility located at 165-169 Academy Street.

ARTICLE II

Term

This License agreement shall be effective as of December ___, 2017 and shall expire on February 1, 2018. The City and the Landlord shall have the right to terminate the License without cause by providing five (5) days' written notice prior to the effective date of termination.

ARTICLE III

Use

Under the terms of this License, the City shall have the right to use and occupy the Facility for employee parking at no cost to the City.

ARTICLE IV

Indemnification

The City agrees to assume to defend and indemnify the Landlord against any third party claim of loss or damage to property or injury to or death, including wrongful death of persons, arising out of the City's use of the Facility permitted herein that is not due to the recklessness or negligence of Landlord, its agents, employees, and/or officials. The City shall, at no cost or expense to the Landlord, defend the Landlord against such claims. The Landlord shall not concede, settle or compromise any claim without obtaining express permission in advance from the Corporation Counsel of the City which shall not be unreasonably withheld.

ARTICLE V

Termination

The City and the Landlord shall have the right to terminate the License at any time without cause by giving the other party five (5) days' written notice prior to the effective date of termination.

ARTICLE VI

Validity of License

The terms, conditions, covenants, and provisions of this License shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ARTICLE VII

Notices

All notices required under the terms of this License shall be given and shall be complete by mailing such notices by certified mail, return receipt requested, or by hand delivery to the addresses below:

City:

City of Jersey City
Robert Kakoleski, Business Administrator
City Hall
280 Grove Street, Room 108
Jersey City, New Jersey 07302

Licensor:

Vaishno Ma Academy, LLC
2449 Kennedy Boulevard
Jersey City, New Jersey 07306

ARTICLE IX

Entire Contract

This License contains the entire agreement between the parties. No representative, agent, or employee of the Landlord has been authorized to make any representations or promise with

reference to the within to vary, alter, or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the City.

ARTICLE X
Insurance

The City agrees to supply Landlord with a certificate of insurance evidencing liability coverage naming Landlord as an additional insured. The City shall supply Landlord with the certificate of insurance prior to commencement of the License, and such coverage shall remain in effect throughout the term of the License.

ARTICLE XI
Maintenance

The City shall maintain the parking lot, including snow removal on the lot and sidewalks, and shall restripe the parking lots as needed. The City also agrees to assume any charges associated with the towing of any of the City's vehicles parked in the Facility.

ARTICLE XII
City Parking Taxes and Fees

The Facility licensed to the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code and the City's fees for parking lots and public garages pursuant to section 160-1(Y.1) et seq. of the City Code.

IN WITNESS WHEREOF, the parties to this agreement have executed this License Agreement as of the _____ day of 2017.

ATTEST:

_____

ROBERT BYRNE
City Clerk

CITY OF JERSEY CITY

_____

ROBERT KAKOLESKI
Business Administrator

WITNESS:

_____

By: _____

Title: _____

VAISHNO MA ACADEMY, LLC

_____

By: _____

Title: _____