

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

City Clerk File No. Res. 19-484

Agenda No. 10.1

Approved: JUN 12 2019



TITLE: **RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2019 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2019 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2019 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$ **382,406,581**.

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

1. An emergency temporary appropriation is hereby created for:

DESCRIPTION:	ACCOUNT:	FROM:	TO:
MAYOR'S OFFICE - O/E	20-110	\$9,000	\$19,000
TREASURY- O/E	20-131	\$1,000	\$2,000
ACCOUNTS & CONTROL- O/E	20-134	\$3,000	\$6,000
O.S.H.A. FIRE- O/E	25-267	\$300,000	\$500,000
DPW DIRECTOR'S OFFICE- O/E	26-290	\$8,700,000	\$10,700,000
AUTOMOTIVE MAINT. O/E	26-315	\$2,450,000	\$2,950,000
PARK MAINT. O/E	28-375	\$300,000	\$400,000
COMMUNICATIONS & TECH.- O/E	25-271	\$2,967,362	\$3,967,362
FOOD & NUTRITION O/E	27-337	\$15,000	\$25,000
HHS DIRECTOR'S OFF. O/E	27-330	\$105,000	\$175,000
PRIOR YEAR BILLS O/E	30-471	\$22,401	\$22,590
DPW- OFFICE SERVICES O/E	31-433	\$1,525,000	\$1,925,000
CULTURAL AFFAIRS O/E	20-112	\$95,000	\$155,000
CELEBRATE PUBLIC EVENTS	30-412	\$145,000.00	\$295,000
HR- WORKFORCE MGMT. O/E	20-116	\$110,000.00	\$196,800
TOTAL INCREASE:			\$4,590,989

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2019 Municipal Budget.

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS.	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Refando R. Lavarro, Jr., President of Council

[Signature]
 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 AN EMERGENCY TEMPORARY APPROPRIATION

Initiator

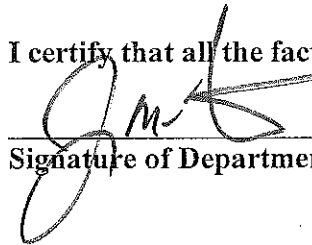
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC-PENTEADO	
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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 INCREASE THE TEMPORARY BUDGET TO COVER OPERATING EXPENSES.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6/5/2019

Date

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

City Clerk File No. Res. 19-485

Agenda No. 10.2

Approved: JUN 12 2019

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-022** the City of Jersey City established the McGinley Square Special Improvement District (MSSID) to be operated by the McGinley Square Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of McGinley Square Special Improvement District has submitted its 2019-2020 fiscal year budget, July 1, 2019– June 30, 2020 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2019-2020 fiscal year budget, July 1, 2019 – June 30, 2020 of the McGinley Square Special Improvement District, attached hereto as Exhibit A, was approved by the McGinley Square Special Improvement District at its May 2, 2019 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 19-485

Agenda No. 10.2

TITLE: **JUN 12 2019**

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2019.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

Initiator

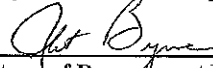
Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jcnj.org	201 547-5149

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

Resolution Purpose

INTRODUCING THE 2019-2020 BUDGET FOR THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6/5/19

Date

The 2019-20 McGinley Square Partnership budget below was duly approved at the Annual/Organizational Meeting of the Members on May 2, 2019, and is submitted to the City of Jersey City for approval.

PROPOSED 2019-20 MCGINLEY SQUARE PARTNERSHIP BUDGET

	Proposed Budget	
<u>REVENUES</u>	<u>2019-20</u>	<u>2019-20 NOTES</u>
Cash on Hand	12,000.00	projection for 2019-20 based on 2018-19 projected "carryover"
2017-18 SID taxes	72,336.51	2018-19 payments received through Nov, 2018?
Banners/CCEF/Misc (Mktg)	1,200.00	profit from 20 banners, CCEF grants, etc.
"Favorites" Awards Reception (Mktg)	<u>1,000.00</u>	2018-19 assumes admission covers cost; 2019-20 assumes reception profit, ad journal?
TOTAL REVENUE	86,536.51	
<u>EXPENSES</u>		
Rent	7,700.00	same as 2018-19 including extra \$500 for A/C during 5 summer months
Insurance*	2,400.00	same as 2018-19: both general liability and directors/officers liability policies
Office Supplies	1,000.00	same as 2018-19: assumes new computer & software will be purchased in FY 2019-20
Audit/Tax Return	3,500.00	\$500 reduction from 2018-19
Telephone/Fax/Internet	<u>1,400.00</u>	\$600 reduction from 2018-19
Subtotal	16,000.00	
*Management (on-site/consultant)	45,000.00	same as 2018-19, including website updates
Marketing		
Social Media Marketing	10,000.00	2018-19: Cusolito pd for 5 mos, but same \$10,000 budget for 2019-20
Website	236.00	same as 2018-19: Domain Name-\$20; Square Space webhost-\$216; updates part of FTM mgmt service
Holiday Lights-2018	<u>2,500.00</u>	same as 2018-19
Total Marketing Subtotal	12,736.00	
Reserve	<u>12,800.51</u>	Board's discretionary fund for non-appropriated projects (need to update computer & software)
TOTAL EXPENSES	86,536.51	

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

City Clerk File No. Res. 19-486

Agenda No. 10.3

Approved: JUN 12 2019

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2019-2020 BUDGET OF THE EXCHANGE PLACE ALLIANCE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of May 8, 2019 the Municipal Council of the City of Jersey City introduced and approved the Exchange Place Alliance Special Improvements District following budget for the period July 1, 2019 through June 30, 2020, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on June 12, 2019; and

WHEREAS, the Municipal Council has determined that at least one week prior to the hearing, a complete copy of the approved budget was advertised; and

WHEREAS, all persons having an interest in the budget were given the opportunity to present objections; and

WHEREAS, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertise; and

WHEREAS, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the Municipal Council of the City of Jersey City is required to adopt the budget by Resolution after closing the hearing.

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

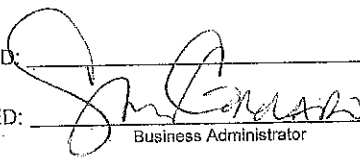
1. The Exchange Place Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$5,825,000.00 for the Exchange Place Alliance Special Improvement District for the period July 1, 2019 through June 30, 2020, which sum shall be raised by taxation during the period July 1, 2019 through June 30, 2020.

City Clerk File No. Res 19-486

Agenda No. 10.3

TITLE: **JUN 12 2019**

- 2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.
- 3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.
- 4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Exchange Place Alliance Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

 _____
Corporation Counsel

Certification Required

Not Required

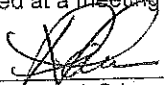
APPROVED **8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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

**PUBLIC NOTICE - CITY OF JERSEY CITY
2019-2020 EXCHANGE PLACE ALLIANCE BUDGET**

			SID Assessment	Other Funding	Total	%
REVENUES						
1		SID Assessment	\$3,250,000.00		\$3,250,000.00	
2		2017/2018 Rollover Funding		\$2,500,000.00	\$2,500,000.00	Estimated
3		Fees and Sponsorship		\$75,000.00	\$75,000.00	
4		TOTAL REVENUES	\$3,250,000.00	\$2,575,000.00	\$5,825,000.00	
EXPENSES						
5	Meetings & Travel					
6		Meeting Materials	\$3,000.00		\$3,000.00	0.05%
7		Meeting & Travel - Other	\$2,500.00		\$2,500.00	0.04%
8		Transportation	\$2,500.00		\$2,500.00	0.04%
9		Rent			\$0.00	0.00%
10		Postage & PO Box Rental	\$2,500.00		\$2,500.00	0.04%
11		Accountant- Audit	\$12,000.00		\$12,000.00	0.21%
12		Accountant- Bookkeeping, Payroll & Tax Preparation	\$12,000.00		\$12,000.00	0.21%
13		Fees (Bank, Square & Paypal)	\$2,500.00		\$2,500.00	0.04%
14	Insurance				\$0.00	0.00%
15		Cell Phone Insurance	\$500.00		\$500.00	0.01%
16		D&O Insurance	\$5,500.00		\$5,500.00	0.09%
17		General Liability	\$22,000.00		\$22,000.00	0.38%
18		Health Insurance	\$40,000.00		\$40,000.00	0.69%
19		Workers Compensation	\$1,000.00		\$1,000.00	0.02%
20	Grand Opening Materials		\$2,500.00		\$2,500.00	0.04%
21	Payroll Expenses		\$25,000.00		\$25,000.00	0.43%
22	Wages		\$350,000.00		\$350,000.00	6.01%
25		Dues/Subscriptions	\$1,000.00		\$1,000.00	0.02%
26		Telephones			\$0.00	0.00%
27		Internet/Office Phone	\$6,000.00		\$6,000.00	0.10%
28		Cell Phones	\$3,000.00		\$3,000.00	0.05%
29		Office Expenses	\$15,000.00		\$15,000.00	0.26%
30	Events\Marketing\Promotions				\$0.00	0.00%
31		Banners and Wayfinding	\$50,000.00		\$50,000.00	0.86%
32		Equipment Rental	\$35,000.00		\$35,000.00	0.60%
33		Grand Openings	\$2,500.00		\$2,500.00	0.04%
34		Holiday Lights	\$100,000.00		\$100,000.00	1.72%
35		Lighting	\$50,000.00		\$50,000.00	0.86%
36		Marketing Design	\$24,000.00		\$24,000.00	0.41%
37		PATH Ads	\$25,000.00		\$25,000.00	0.43%
38		Performer/Entertainment	\$75,000.00		\$75,000.00	1.29%
39		Permits	\$5,000.00		\$5,000.00	0.09%
40		Printing/Promotions/Advertising	\$54,000.00		\$54,000.00	0.93%
41		Photography	\$10,000.00		\$10,000.00	0.17%
42		Public Art	\$100,000.00		\$100,000.00	1.72%
43		Security	\$16,000.00		\$16,000.00	0.27%
44		Sound	\$50,000.00		\$50,000.00	0.86%
45		Sponsorships	\$75,000.00		\$75,000.00	1.29%
46		Staffing for Events	\$10,000.00		\$10,000.00	0.17%
47		Supplies	\$10,000.00		\$10,000.00	0.17%
48		Web Promotion	\$20,000.00		\$20,000.00	0.34%
49		Website	\$5,000.00		\$5,000.00	0.09%
50	Operations					
51		Landscaping including snow removal	\$325,000.00		\$325,000.00	5.58%
52		Clean Team	\$350,000.00		\$350,000.00	6.01%
53		Repairs and Maintenance	\$50,000.00		\$50,000.00	0.86%
54	Capital Improvement					
55		Design/Construction Management	\$150,000.00		\$150,000.00	2.58%
56		Traffic Calming	\$250,000.00		\$250,000.00	4.29%
57		Reserves for Capital I Includes Wayfinding, Capital I	\$900,000.00	\$2,575,000.00	\$3,475,000.00	59.66%
58						0.00%
59			\$3,250,000.00	\$2,575,000.00	\$5,825,000.00	100.00%

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

City Clerk File No. Res. 19-487

Agenda No. 10.4

Approved: JUN 12 2019

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE EXCHANGE PLACE ALLIANCE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on May 8, 2019 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Exchange Place Alliance Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

WHEREAS, the owners were duly sent a notice of the public hearing on the Assessment Roll which notice was also advertised in a newspaper of general circulation; and

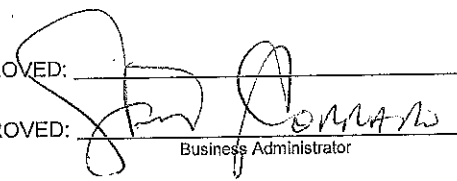
WHEREAS, on June 12, 2019, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

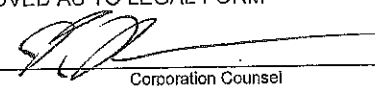
WHEREAS, the Municipal Council considered the comments at the public hearing; and

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Exchange Place Alliance Special Improvement District for the budget year July 1, 2019 through June 30, 2020; and

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

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the Exchange Place Alliance Special Improvement District;
2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

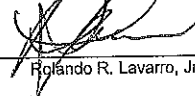
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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

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Full Title of Ordinance/Resolution

RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE EXCHANGE PLACE ALLIANCE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jcnj.org	201 547-5149

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

Resolution Purpose

ACCEPTING THE 2019-2020 ASSESSMENT ROLL FOR THE EXCHANGE PLACE ALLIANCE SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/5/19
Date

PUBLIC NOTICE - CITY OF JERSEY CITY
2019-2020 EXCHANGE PLACE ALLIANCE ASSESSMENT ROLL

Block	Lot	Qual	Owner	Property Location	Bill Amt
14502	1		1 EXCHANGE JC, LLC%CONCORD HOSP.	1 EXCHANGE PL.	\$ 2,136.38
14502	1	X	1 EXCHANGE JC, LLC%CONCORD HOSP.	1 EXCHANGE PL.	\$ 8,103.64
14501	2		101 HUDSON REALTY LLC % MACK-CALI	101 HUDSON ST.	\$ 190,914.19
11612	1		107 MORGAN,LLC%IVY REALTY SERVICES	107 MORGAN ST.	\$ 3,000.19
14502	2		15 EXCHANGE PLACE CORP.	15 EXCHANGE PLACE	\$ 19,910.51
11603	24	C0101	2 SECOND ST.COMMERICAL CONDO&II,LLC	2 SECOND ST.	\$ 202.68
11603	24	C0101X	2 SECOND ST.COMMERICAL CONDO&II,LLC	2 SECOND ST.	\$ 1,664.12
11605	1		30 MONTGOMERY PARTNERS,LLC	30 MONTGOMERY STREET	\$ 46,460.32
11611	1.02		350 WARREN L.P. C/O M.ROBERT LEHRER	335 WASHINGTON ST.	\$ 1,605.49
11603	39	C8002	389 WASHINGTON%TIME EQUITIES, INC.	389 WASHINGTON ST.	\$ 29.79
11603	39	C8001	389 WASHINGTON%TIMES EQUITIES,INC	389 WASHINGTON ST.	\$ 365.52
11603	39	C8001X	389 WASHINGTON%TIMES EQUITIES,INC	389 WASHINGTON ST.	\$ 2,795.34
14302	9		66 YORK,LLC	66 YORK ST.	\$ 3,050.15
14502	14		70 HUDSON WATERFRONT,LLC%SPEAR ST.C	70 HUDSON ST.	\$ 48,811.03
14303	2		74 GRAND ST. ASSOC. %SJP PROPERTIES	95 GREENE ST.	\$ 3,976.41
14303	2	X	74 GRAND ST. ASSOC. %SJP PROPERTIES	95 GREENE ST.	\$ 36,321.17
14301	7		75 JERSEY CITY, L.L.C.	75 MONTGOMERY ST.	\$ 4,689.66
14301	6	C8001	81-C MONTGOMERY ST, LLC	81 MONTGOMERY ST.	\$ 655.41
11608	1	C0002	88 MORGAN ST DEVELOPMENT LLC	65 BAY ST.	\$ 121,080.96
14502	16		90 HUDSON WATERFRONT,LLC.%SPEAR ST	90 HUDSON STREET	\$ 51,163.85
11612	3		95 MORGAN, LLC % IVY REALTY SERVICE	95 MORGAN ST.	\$ 672.98
14302	6		99.5 GREENE ST. LLC %B.J. MCINTYRE	99.5 GREENE STREET	\$ 315.30
14302	4	C0006	AIYAR, SANJAY & VIJAY	105 GREENE ST.	\$ 29.53
14302	4	C0006X	AIYAR, SANJAY & VIJAY	105 GREENE ST.	\$ 512.21
14302	4	C0004X	AIYAR, SANJAY & VIJAY	105 GREENE ST.	\$ 518.88
14302	4	C0004	AIYAR,SANJAY & VIJAY	105 GREENE ST.	\$ 29.53
11603	42		ATHENA BLDG 110 U.R., LLC	110 FIRST ST.	\$ 21,480.23
11603	42	X	ATHENA BLDG 110 U.R., LLC	110 FIRST ST.	\$ 94,348.37
11603	39	C8002X	ATHENA JERSEY CITY URBAN RE., LLC	389 WASHINGTON ST.	\$ 227.93
11606	1		BATTERY VIEW S C HOUSING%MIMC	72 MONTGOMERY ST.	\$ 7,744.74
11606	1	X	BATTERY VIEW S C HOUSING%MIMC	72 MONTGOMERY ST.	\$ 11,520.68
14502	17		C.C.P., OWNERS ASSOC., % CDS., LLC	FT. OF YORK ST.	\$ 134.95
14502	15		C.C.P., OWNERS ASSOC., % CDS., LLC	FT. OF GRAND ST.	\$ 396.90
11603	13		CAL-HARBOR SO. PIER UR ASSOC. L.P.	2 COLUMBUS DRIVE	\$ 95,065.49
11607	1	X	CALI HARBORSIDE ASSOC., %M. CALI	135 GREENE ST.	\$ 29,313.76
11603	28		CALI HARBORSIDE ASSOC., LP %M. CALI	INTERNAL ACCESS ROAD	\$ 97.37
11607	1		CALI HARBORSIDE ASSOC., LP %M. CALI	135 GREENE ST.	\$ 4,864.41
11603	33		CANDLEWOOD JC,UR % K.FAHEY- THOMSON	45 SECOND ST.	\$ 36,142.77
14302	4	C0003	CHOI, MYUNG SOOK	105 GREENE ST.	\$ 29.53
14302	4	C0003X	CHOI, MYUNG SOOK	105 GREENE ST.	\$ 518.88
14507	1		COA 99 HUDSON,LLC	99 HUDSON ST.	\$ 41,330.52
14301	17		CP3, INC. % ALAN LAU	260-262 WARREN ST.	\$ 587.78

Block	Lot	Qual	Owner	Property Location	Bill Amt
14301	1		CP3, INC. % ALAN LAU	103 MONTGOMERY ST.	\$ 941.87
13103	1		EDISON MONTGOMERY, LLC	155 MONTGOMERY ST.	\$ 3,547.07
14205	25		EQR - LINCOLN HUDSON POINTE, LLC	VAN VORST ST.	\$ 14.98
14205	26		EQR - LINCOLN HUDSON POINTE, LLC	DUDLEY ST. & WARREN ST.	\$ 31.75
15901	23		EQR - LINCOLN HUDSON POINTE, LLC	153 WARREN ST.	\$ 547.99
14506	1	C0002	EQR U.R. AT 77 HUDSON ST. LLC.	70 GREENE ST.	\$ 23,337.72
14506	1	C0002X	EQR U.R. AT 77 HUDSON ST. LLC.	70 GREENE ST.	\$ 92,837.56
15901	13		EQR-LINCOLN HUDSON POINTE, LLC	131 DUDLEY ST.	\$ 40,928.91
11603	10		EQR-LINCOLN NORTH PIER L.L.C.	HUDSON RIVER	\$ 335.78
11603	19		EQR-LINCOLN NORTH PIER L.L.C.	COLUMBUS DRIVE	\$ 1,640.52
11603	20		EQR-R.E. TAX DEPARTMENT	1 HARBORSIDE PLACE	\$ 60,356.95
11614	1		EVERGREEN AMERICA CORPORATION	310 WASHINGTON ST.	\$ 9,645.36
11613	1		EVERGREEN AMERICA CORPORATION	1 EVERTRUST PLAZA	\$ 46,901.25
11603	51		G&S INVESTORS/JERSEY CITY, L.P.	420 MARIN BLVD.	\$ 7,419.60
11603	50		G&S INVESTORS/JERSEY CITY, L.P.	400 MARIN BLVD.	\$ 10,987.67
11603	47.01		G&S METRO PLAZA, LLC	396 MARIN BLVD.	\$ 15,831.18
14501	1		GIAKOUMATOS PROP.,INC.%UNITY BANK	31 MONTGOMERY ST.	\$ 1,669.73
14502	8	X	GOLDMAN SACHS	FT. OF SUSSEX ST.	\$ 957.11
14502	8		GOLDMAN SACHS	FT. OF SUSSEX ST.	\$ 1,543.89
14502	9		GOLDMAN SACHS	FT. OF ESSEX ST.	\$ 1,589.03
11603	3.01	C0002	GS FC JC PEP1 & 2 URBAN RENEWAL,LLC	444 WARREN ST.	\$ 11,538.47
11603	3.01	C0001	GS FC JERSEY CITY PEP1 & PEP2, LLC	474 WARREN ST.	\$ 20,051.39
11603	3.01	C0001X	GS FC JERSEY CITY PEP1 & PEP2, LLC	474 WARREN ST.	\$ 69,930.82
14505	1		GSJC LAND	60 GREENE ST.	\$ 10,473.40
14502	13		GSJC LAND LLC	50 HUDSON ST.	\$ 10,511.66
14502	12		GSJC LAND LLC	30 HUDSON ST.	\$ 56,836.08
14502	12	X	GSJC LAND LLC, % GRUBB & ELLIS	30 HUDSON ST.	\$ 130,337.78
11604	1		HANCOK S-REIT JCITY CORP	10 EXCHANGE PL.	\$ 119,046.45
11603	31.03		HARBORSIDE UNIT A URBAN RENEWAL L.L	200 GREENE ST.	\$ 36,340.16
11603	23		ISTAR HARBORSIDE,LLC%DCDPROP.FUND	3 SECOND ST.	\$ 29,685.95
11603	23	X	ISTAR HARBORSIDE,LLC%DCDPROP.FUND	3 SECOND ST.	\$ 49,021.97
11603	4	C0002	JC GRANDVIEW HOTEL, L.L.C	455 WASHINGTON BLVD.	\$ 35,912.04
11611	2		KAY 321 WASHINGTON PROP. %METROPOL	333 WASHINGTON ST.	\$ 4,823.61
14301	8	C8001	KONARK INVESTMENTS LLC.	253 WASHINGTON ST.	\$ 645.15
14302	3		KOUTSOURIS,SEVASTI & KOUTSOURIS, D.	41 MONTGOMERY ST.	\$ 734.48
14302	4	P0001	KTE RETAIL ASSOCIATES LLC	105 GREENE ST.	\$ 235.49
14302	4	C8002	KTE RETAIL ASSOCIATES, LLC	105 GREENE ST.	\$ 29.53
14302	4	C8002X	KTE RETAIL ASSOCIATES, LLC	105 GREENE ST.	\$ 384.36
14302	4	P0001X	KTE RETAIL ASSOCIATES, LLC	105 GREENE ST.	\$ 1,647.14
14301	3		LDAB ASSOCIATES, LLC	95 MONTGOMERY ST.	\$ 3,280.46
15801	30		LIBERTY HARBOR HOLDING, LLC	2 MARIN BLVD.	\$ 1,974.71
14302	4	C0005	LOFT 5 HOLDINGS LLC	105 GREENE ST.	\$ 29.53
14302	4	C0005X	LOFT 5 HOLDINGS LLC	105 GREENE ST.	\$ 518.88
14302	5		LOUPET REALTY, L.L.C.	101 GREENE ST.	\$ 424.52
14504	1.01		LT REALTY CO., LLC%JP MORGAN INVEST	33 HUDSON STREET	\$ 30,862.94
14504	1.01	X	LT REALTY CO.,LLC%JP MORGAN INVEST	33 HUDSON STREET	\$ 122,772.97

Block	Lot	Qual	Owner	Property Location	Bill Amt
11603	16		MACK-CALI PLAZA 1 LLC % MACK-CALI	10 COLUMBUS DR.	\$ 48,787.48
11603	15		MACK-CALI PLAZA I,LLC %MACK CALI	8 COLUMBUS DRIVE	\$ 33.34
11603	45.02	X	MARBELLA TOWER C/O GARDEN ST. DEV.	425 WASHINGTON BLVD.	\$ 52,394.45
11603	45.01		MARBELLA TOWER URBAN RENEWAL ASSOC.	401 WASHINGTON BLVD.	\$ 12,672.75
11603	45.02		MARBELLA TOWER URBAN RENEWAL ASSOC.	425 WASHINGTON BLVD.	\$ 19,622.74
11603	45.01	X	MARBELLA TOWER URBAN RENEWAL ASSOC.	401 WASHINGTON BLVD.	\$ 55,382.37
14301	11		MAURIZI, RUDOLPH	247 WASHINGTON ST.	\$ 608.42
14301	9	C0001	MAURIZI, RUDOLPH & FLORENCE	251 WASHINGTON ST.	\$ 377.06
14301	12		MAURIZI, RUDOLPH S.	100 YORK ST.	\$ 793.80
11603	17		M-C HARBORSIDE PROMENADE, %M. CALI	COLUMBUS DRIVE	\$ 47.63
11603	21		M-C HUDSON, LLC % MACK CALI REALTY	HUDSON RIVER	\$ 936.68
11603	12		M-C HUDSON, LLC % MACK CALI REALTY	HUDSON RIVER	\$ 6,202.75
11603	11		M-C HUDSON, LLC % MACK CALI REALTY	HUDSON RIVER	\$ 8,120.57
11603	14		M-C HUDSON, LLC % MACK-CALI REALTY	HUDSON RIVER	\$ 659.65
14302	8		MC INTYRE, BRIAN J.	97 GREENE ST.	\$ 646.42
14302	7		MC INTYRE,BRIAN J.	99 GREENE ST.	\$ 337.84
11603	18		M-C PLAZA II & III LLC C/OMC REALTY	150 & 200 HUDSON ST.	\$ 204,271.20
11603	29		M-C PLAZA IV,LLC % MACK-CALI REALTY	20 COLUMBUS DR.	\$ 7,336.25
11603	30	X	M-C PLAZA V, LLC % MACK-CALI	185 HUDSON ST.	\$ 134,071.97
11603	30		M-C PLAZA V,LLC % MACK-CALI REALTY	185 HUDSON ST.	\$ 5,906.72
11603	31.02		M-C PLAZA VI & VII,LLC % MACK-CALI	215 HUDSON ST.	\$ 79.75
11603	31.01		M-C PLAZA VI & VII,LLC % MACK-CALI	195 HUDSON ST.	\$ 9,105.42
11611	1.01		MCFEF WARREN LLC	110 MORGAN ST.	\$ 69,854.40
11603	4	C0004	MONACO NORTH URBAN RENEWAL, LLC	475 WASHINGTON BLVD.	\$ 11,573.60
11603	4	C0004X	MONACO NORTH URBAN RENEWAL, LLC	475 WASHINGTON BLVD.	\$ 42,083.84
11603	4	C0004X	MONACO NORTH URBAN RENEWAL, LLC	475 WASHINGTON BLVD.	\$ 42,083.84
11603	4	C0003	MONACO SOUTH URBAN RENEWAL, LLC	465 WASHINGTON BLVD.	\$ 13,383.47
11603	4	C0003X	MONACO SOUTH URBAN RENEWAL, LLC	465 WASHINGTON BLVD.	\$ 42,172.69
11603	4	C0003X	MONACO SOUTH URBAN RENEWAL, LLC	465 WASHINGTON BLVD.	\$ 42,172.69
14302	4	C8001	MONTGOMERY GREENE URBAN RENEWAL,LLC	105 GREENE ST.	\$ 115.31
14302	4	C8001X	MONTGOMERY GREENE URBAN RENEWAL,LLC	105 GREENE ST.	\$ 890.17
14301	2	C8001	MONTGOMERY PEDIATRIC & DENTAL, LLC	99 MONTGOMERY ST.	\$ 645.15
11608	1	C8009	MORGAN ST DEVELOP URB RENEW CO.,LLC	88 MORGAN ST.	\$ 204.38
11608	1	C8009X	MORGAN ST DEVELOP URB RENEW CO.LLC	88 MORGAN ST.	\$ 1,389.20
11608	1	P0001	MORGAN ST DEVELP URB RENEW CO. LLC	88 MORGAN ST.	\$ 7,971.71
11608	1	C8003X	MORGAN ST. DEVEL.URBAN RENEWAL LLC	88 MORGAN ST.	\$ 3,481.40
11608	1	C8004	MORGAN ST. DEVELOPERS URBAN RENEWAL	88 MORGAN ST.	\$ 39.90
11608	1	C8004X	MORGAN ST. DEVELOPERS URBAN RENEWAL	88 MORGAN ST.	\$ 326.09
11608	1	C8003	MORGAN STREET DEVELOPERS URBAN LLC	88 MORGAN ST.	\$ 339.06
11603	4	C0001	MS WASHINGTON,LLC % HARTZ MOUNTAIN	445 WASHINGTON BLVD.	\$ 24,671.30
13103	2		MTGMRY TWS CO-OP % T.K.R.PROP.	135 MONTGOMERY ST.	\$ 24,928.55
11610	1		NEW GOLD EQUIT.CORP.C/O BLDG.MNGT.	111 FIRST ST.	\$ 10,949.68
14301	13		NEW YORK STREET, LLC	102 YORK ST.	\$ 1,048.98
11603	2		NEWPORT CENTRE	145 GANGEMI DRIVE	\$ 2,542.59
14301	4		OLD & NEW, L.L.C.	93 MONTGOMERY ST.	\$ 2,669.23
14301	9	C0003	PALMER, FELICIA	251 WASHINGTON STREET	\$ 392.14

Block	Lot	Qual	Owner	Property Location	Bill Amt
14404	1	C8001	PARK, MAN SEO	174 WASHINGTON ST.	\$ 33.13
14404	1	C8001X	PARK, MAN SEO	174 WASHINGTON ST.	\$ 304.03
13102	1.05		PH RESIDENTIAL OWNER LLC.	100 MONTGOMERY ST.	\$ 14,368.73
13102	1.04		PH URBAN RENEWAL LLC%MACK CALI CORP	275 WASHINGTON ST	\$ 4,549.06
13102	1.03		PH URBAN RENEWAL LLC%MACK CALI CORP	25 COLUMBUS DR.	\$ 26,428.25
11603	27		PLAZA VIII & IX ASSOCIATES, %M.CALI	242 HUDSON ST.	\$ 17,116.07
11603	22		PLAZA VIII & IX ASSOCIATES,%M. CALI	3 SECOND ST. (REAR)	\$ 952.61
11603	34	C9902	PORTOFINO CU, LLC % MYUNG CHUL PARK	65 SECOND ST.	\$ 39.48
11603	34	C9901	PORTOFINO CU, LLC % MYUNG CHUL PARK	65 SECOND ST.	\$ 86.63
11603	34	C9902X	PORTOFINO CU, LLC % MYUNG CHUL PARK	65 SECOND ST.	\$ 329.85
11603	34	C9901X	PORTOFINO CU, LLC % MYUNG CHUL PARK	65 SECOND ST.	\$ 731.83
13103	3		SIENA URBAN RENEWAL ASSOC., LP	255 WARREN ST.	\$ 10,478.16
13103	3	X	SIENA URBAN RENEWAL ASSOC., LP	255 WARREN ST.	\$ 34,230.67
14301	9	C0002	SUGURO, KANU	251 WASHINGTON ST.	\$ 435.69
14405	1		TCR JERSEY CITY % GIDC DEPT 117	115 MORRIS ST.	\$ 7,715.74
14405	4		TCR JERSEY CITY % GIDC DEPT 117	100 DUDLEY ST.	\$ 7,715.74
14405	4	X	TCR JERSEY CITY % GIDC DEPT 117	100 DUDLEY ST.	\$ 25,206.22
14405	1	X	TCR JERSEY CITY %GIDC DEPT 117	115 MORRIS ST.	\$ 25,206.22
15902	1	C8001	TOWERS AT PORTSIDE %EQR-R.E.TAX DPT	100 WARREN ST.	\$ 7,112.40
15902	1	C0002	TOWERS AT PORTSIDE %EQR-R.E.TAX DPT	100 WARREN ST.	\$ 10,954.44
15902	1	C0001	TOWERS AT PORTSIDE %EQR-R.E.TAX DPT	155 WASHINGTON ST.	\$ 14,145.52
15902	1	C0002X	TOWERS AT PORTSIDE %EQR-R.E.TAX DPT	100 WARREN ST.	\$ 35,786.62
15902	1	C0001X	TOWERS AT PORTSIDE %EQR-R.E.TAX DPT	155 WASHINGTON ST.	\$ 46,211.44
11603	6		TOWN COVE JC U/R INC. C/O AVALONBAY	444 WASHINGTON BLVD.	\$ 24,004.51
11603	6	X	TOWN COVE JC U/R INC. C/O AVALONBAY	444 WASHINGTON BLVD.	\$ 52,920.00
11608	1	C8007	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	88 MORGAN ST.	\$ 4.39
11608	1	C8006	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	88 MORGAN ST.	\$ 5.19
11608	1	C8005	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	88 MORGAN ST.	\$ 6.83
11608	1	C8007X	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	88 MORGAN ST.	\$ 41.49
11608	1	C8006X	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	88 MORGAN ST.	\$ 47.73
11608	1	C8005X	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	88 MORGAN ST.	\$ 64.56
11608	1	C8001X	VECTOR U.R.ASSOC.,I,LP% ISTAR F.INC	88 MORGAN ST.	\$ 302.17
11608	1	C8002	VECTOR U.R.ASSOC.I,LP% ISTAR F.INC	88 MORGAN ST.	\$ 48.10
11608	1	C8001	VECTOR U.R.ASSOC.I,LP% ISTAR F.,INC	88 MORGAN ST.	\$ 32.28
14301	15.01		WARREN AT YORK, L.L.C. %RYAN	120 YORK STREET	\$ 6,620.29
					\$ 3,250,496.06

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

City Clerk File No. Res. 19-488

Agenda No. 10.5

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING A LIEN AGAINST THE PROPERTIES LISTED HEREIN FOR THE COST OF REMOVING FROM THE PROPERTIES BRUSH, WEEDS, DEAD AND DYING TREES, STUMPS, ROOTS, NOXIOUS GROWTHS, FILTH, GARBAGE, LITTER AND DEBRIS IN ACCORDANCE WITH N.J.S.A.40:48-2.14 AND JERSEY CITY CODE SECTION 287-4

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, N.J.S.A. 40:48- 2.14 and Jersey City Code Sec 287-4 authorize municipalities by ordinance to require the owners of property to remove from their property or destroy brush, weeds, including ragweed, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash and debris within ten (10) days after notice to remove or destroy same; and

WHEREAS, N.J.S.A 40:48-2.14 and Sec 287-4 provide that if owners fail to remove brush, stumps, debris, etc. from the property after receiving such notice, the City may do the removal and charge the costs to the owner; and if not paid, the governing body may cause the cost to become a lien against the properties; and

WHEREAS, this lien may be enforced by the same officers and in the same manner as taxes; and

WHEREAS, pursuant to Jersey City Code Section 287-4, a Notice and Order directed the owners listed herein to remove from their property brush, stumps, debris, etc. within ten (10) days of the date of the Notice and Order; and

WHEREAS, the owners listed herein after receiving the Notice and Order failed to remove brush, weeds, debris, etc. from their property; and

WHEREAS, as a result, Department of Public Works (DPW) has removed the brush, stumps, weeds, etc. from the properties and sent the owners a bill for the removal, which has not been paid; and

WHEREAS, DPW has certified the cost of removal to the Council; and the Council has examined these costs and found them to be correct and reasonable.

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

1. The Council authorizes the Tax Collector of the City of Jersey City to cause the cost as shown herein to be charged against said properties as a lien:

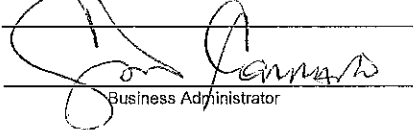
1) 88A Arlington Ave	Block 23702, Lot 9	02/05/2019	\$44.83
2) 119 Bayview Ave	Block 24001, Lot 25	03/18/2019	\$775.50
3) 123 Bayview Ave	Block 24001, Lot 23	03/14/2019	\$654.50
4) 3 Bennett St	Block 20701, Lot 1	02/04/2019	\$210.10
5) 74-76 Bergen Ave	Block 24904, Lot 6	01/10/2019	\$117.15
6) 65 Clerk St	Block 22301, Lot 16	12/05/2018	\$1,006.23
7) 254 Dwight St	Block 23903, Lot 15	02/05/2019	\$210.10
8) 116 Grant Ave	Block 23101, Lot 50	12/06/2018	\$351.45
9) 69.5 Jewett Ave	Block 16802, Lot 3	04/02/2019	\$351.73
10) 711 Montgomery St	Block 15004, Lot 15.01	03/26/2019	\$740.58
11) 7 Myrtle Ave	Block 23703, Lot 13	01/14/2019	\$457.88
12) 444 Palisade Ave	Block 3002, Lot 9	01/04/2019	\$674.85


TITLE: **RESOLUTION AUTHORIZING A LIEN AGAINST THE PROPERTIES LISTED HEREIN FOR THE COST OF REMOVING FROM THE PROPERTIES BRUSH, WEEDS, DEAD AND DYING TREES, STUMPS, ROOTS, NOXIOUS GROWTHS, FILTH, GARBAGE, LITTER AND DEBRIS IN ACCORDANCE WITH N.J.S.A.40:48-2.14 AND JERSEY CITY CODE SECTION 287-4**

13)363 Sip Ave	Block 11803, Lot 4	04/08/2019	\$3,573.90
14)175 Van Nostrand Ave	Block 26402, Lot 3	03/20/2019	\$1,259.50
15)26 Wade St	Block 26502, Lot 42	02/04/2019	\$1,894.48
16)297 Whiton St	Block 20005, Lot 4	03/19/2019	\$210.10

2. As authorized by N.J.S.A. 40:48-2.14, and Jersey City Code Section 287-4, such lien shall become part of the taxes assessed against the property and bear interest at the same rate, and may be enforced by the same officers and in the same manner as taxes.

TF/mma
 05/15/19

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required


APPROVED: 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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.


 Rafaelo 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 Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

RESOLUTION AUTHORIZING A LIEN AGAINST THE PROPERTIES LISTED HEREIN FOR THE COST OF REMOVING FROM THE PROPERTIES BRUSH, WEEDS, DEAD AND DYING TREES, STUMPS, ROOTS, NOXIOUS GROWTHS, FILTH, GARBAGE, LITTER AND DEBRIS IN ACCORDANCE WITH N.J.S.A.40:48-2.14 AND JERSEY CITY CODE SECTION 287-4

Initiator

Department/Division	Public Works	
Name/Title	Gerald McCann	Supervisor
Phone/email		GMcCann@jcnj.org

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

Resolution Ordinance

The purpose of this resolution is to secure a lien against the properties after receiving a Notice and Order who failed to remove brush, weeds, debris, etc. from their property.

I certify that all the facts presented herein are accurate.



Signature of Supervisor

5-20-19
Date

2019-05-13

Logged

**THE JERSEY CITY INCINERATOR AUTHORITY
JERSEY CITY MUNICIPAL SERVICES COMPLEX
13 Linden Avenue East, Suite 300
Jersey City, New Jersey 07305**

Telephone: 201-432-4645

Fax: 201-432-9530

DATE: May 13, 2019

VIA FACSIMILE 201-547-4254

**Olivia Mata, Fiscal Analysis
Tax Collector's Office
City of Jersey City
City Hall
280 Grove Street
Jersey City, New Jersey 07302**

RECEIVED
MAY 14 2019
CITY OF JERSEY CITY
OFFICE OF THE TAX COLLECTOR

Re: Vacant and/or Abandoned Properties Cleanup Costs

Dear Ms. Mata:

Attached please find a listing of vacant and/or abandoned properties privately owned that have been cleaned by the Jersey City Incinerator Authority ("Authority"). The listing outlines the address, block and lot numbers, cleanup date and the cost incurred by the Authority for each location. I am requesting a lien be placed on each property accordingly.

If you need any additional supporting documentation contact Christine Pisano at 201-432-4645 ext. 2661.

Very truly yours,

Gerald McCann ^{CP}
**Gerald McCann
Supervisor**

GM:cp
Attachment

cc: **Patrick G. Stamato, Director
File**

**THE JERSEY CITY INCINERATOR AUTHORITY
DIVISION OF ENVIRONMENTAL COMPLIANCE**

DATE: May 13, 2019				
VACANT AND/OR ABANDONED PROPERTIES CLEANUP COSTS				
ADDRESS	BLOCK	LOT	C/U DATE	AMOUNT
88A ARLINGTON AVE	23702	9	02/05/2019	\$44.83
119 BAYVIEW AVE	24001	25	03/18/2019	\$775.50
123 BAYVIEW AVE	24001	23	03/14/2019	\$654.50
3 BENNETT ST	20701	1	02/04/2019	\$210.10
74-76 BERGEN AVE	24904	6	01/10/2019	\$117.15
65 CLERK ST	22301	16	12/05/2018	\$1,006.23
254 DWIGHT ST	23903	15	02/05/2019	\$210.10
116 GRANT AVE	23101	50	12/06/2018	\$351.45
69.5 JEWETT AVE	16802	3	04/02/2019	\$351.73
744 MONTGOMERY ST	15004	15.01	03/26/2019	\$740.58
7 MYRTLE AVE	23703	13	01/14/2019	\$457.88
444 PALISADE AVE	3002	9	01/04/2019	\$674.85
363 SIP AVE	11803	4	04/08/2019	\$3,573.90
175 VAN NOSTRAND AVE	26402	3	03/20/2019	\$1,259.50
26 WADE ST	26502	42	02/04/2019	\$1,894.48
297 WHITON ST	20005	4	03/19/2019	\$210.10
TOTAL AMOUNT				\$12,532.88

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

*Payment Due
3-25-19*

Feb 06, 2019

88A ARLINGTON, LLC
109 BRADFORD AVE
LINDEN, NJ 07036

Re: ARLINGTON AVE, 088A, Jersey City, NJ

Block: 23702 Lot: 9

Date work completed: 02-05-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$18.75
Disposal Fees	\$22.00
Total	\$40.75
10.00% Administrative Fee	\$4.08
Total Amount Due	\$44.83
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

RT
1-22-19
Dave

January 03, 2019
88A ARLINGTON, LLC
109 BRADFORD AVE
LINDEN, NJ 07036

Re : ARLINGTON AVE, 088A
BLOCK : 23702 LOT : 9

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

NE
DF
1-29-19

11/11/18

Department Of Public Works
Division of Sanitation,
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 12-27-18

Zone: SOUTH

Block: 23702

Lot: 9

Address: 88A ARLINGTON AVE

Picture #: # 3537

Origin of Complaint: (Circle One) Self-Reported Management See Clerk Fly

Disposal Citizen

Description of Property: (Circle One) Abandoned Home Vacant Land Occupied Building

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

D. J. # 1006
Inspector Signature Badge #

COURT I.D. PREFIX COMPLAINT NUMBER
0906 - **SF** -
 Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY

The State of New Jersey
 VS

Defendant's Name: First Initial Last
 Address City
 State Zip Code Telephone
 Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
 COUNTY OF HUDSON JSS:

Complaining Witness: (Name)
 of (Identify Dept/Agency Represented) (Badge No.)
 Residing at

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the Month Day Year Time in JERSEY CITY 0906 County of HUDSON N.J.

did commit the following offense:
 in violation of (one charge only) (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE Describe Location (other than traffic)

OATH: Subscribed and sworn to before me this day of yr
 CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.
 OR
 (Signature of Complaining Witness) (Date)
 (Signature of Person Administering Oath) (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judge)	<input type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.


YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED COURT DATE Month Day Year Time AM PM

(Date Summons Issued) (Signature of Person Issuing Summons)

NO NAME
 NO INFO

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">88A ARLINGTON, LLC 109 BRADFORD AVE LINDEN, NJ 07036</p>  <p style="text-align: center;">9590 9402 4253 8121 3595 08</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p style="text-align: center;">FEB 7 2019</p>
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7018 0680 0000 3959 2413</p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Mail Restricted Delivery</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 <i>N-88A ARLINGTON</i> Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">88A ARLINGTON, LLC 109 BRADFORD AVE LINDEN, NJ 07036</p>  <p style="text-align: center;">9590 9402 4252 8121 9785 02</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p style="text-align: center;">FEB 11 2019</p>
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7018 0680 0000 2581 0200</p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Mail Restricted Delivery</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 <i>B-88A ARLINGTON</i> Domestic Return Receipt</p>	

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
Claimant :
v. :
Arlington Ave, 088A :
Block: 23702 Lot: 9 :

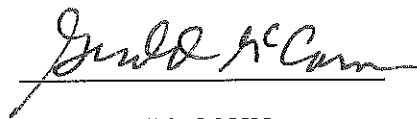
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On January 03, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit B)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit A)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/16/2019

A handwritten signature in cursive script, appearing to read "Gerald McCann", written over a horizontal line.

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City
Claimant

v.

Bayview Ave, 119
Block: 24001 Lot: 25

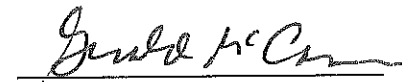
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On January 25, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit B)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit A)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/16/2019



GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Mar 20, 2019

JUNTAO YAN
119 BAYVIEW AVE
JERSEY CITY, NJ 07305

Re: BAYVIEW AVE, 119, Jersey City, NJ

Block: 24001 Lot: 25

Date work completed: 03-18-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$375.00
Disposal Fees	\$330.00
Total	\$705.00
10.00% Administrative Fee	\$70.50
Total Amount Due	\$775.50
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

January 25, 2019

JUNTAO YAN
119 BAYVIEW AVE
JERSEY CITY, NJ 07305

Handwritten signature

Re : BAYVIEW AVE, 119
BLOCK : 24001 LOT : 25

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

*N.E.
DF*

2-21-19

NOV

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 1-23-19

Zone: South

Block: 24001

Lot: 25

Address: 119 BANVIEW AVE

Picture #: # 3413

Origin of Complaint: (Circle One) Self-initiated Management See Click Fix
Dispatch Citizen

Description of Property: (Circle One) Abandoned Home Vacant Land Occupied Building
Abandoned Home

Where on Property: (Circle One) Front Rear Side
Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

[Signature] # 1606
Inspector Signature Badge #

COURT I.D. PREFIX COMPLAINT NUMBER
0906 - **SF** -
 Municipal Court of Jersey City
 385 Summit Ave.
 Jersey City, NJ 07306

AGENCY _____

The State of New Jersey
 VS.

Defendant's Name: First Initial Last

Address _____ City _____
 State _____ Zip Code _____ Telephone _____

Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions

Driver's License # _____ State _____ Exp. Date _____

STATE OF NEW JERSEY
 COUNTY OF HUDSON)SS:

Complaining Witness: _____ (Name)
 of _____ (Identify Dept/Agency Represented) (Badge No.)
 Residing at _____

By certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the _____ Month _____ Day _____ Year _____ Time _____ in JERSEY CITY 0906 County of HUDSON N.J. did commit the following offense:

In violation of (one charge only) _____ (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE _____ Describe Location (other than traffic) _____

OATH: Subscribed and sworn to before me this _____ day of _____ yr _____

CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

OR

 (Signature of Complaining Witness)

S. H. E. 53 #3613
 (Signature of Person Administering Oath)

 (Date)

 (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Signature of Judge)	<input type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.


NOTICE TO APPEAR

COURT APPEARANCE REQUIRED


COURT DATE: _____ Month _____ Day _____ Year _____ Time _____ AM/PM

(Date Summons Issued) _____ (Signature of Person Issuing Summons)



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p>X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>														
<p>1. Article Addressed to:</p> <p style="text-align: center;">JUNTAO YAN 119 BAYVIEW AVE JERSEY CITY, NJ 07305</p>  <p style="text-align: center;">9590 9402 4252 8121 9781 75</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>														
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7018 0680 0000 2580 7712</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Mail Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®														
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™														
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery														
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Mail Restricted Delivery															
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 <i>B-119 Bayview</i> Domestic Return Receipt</p>															



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p>X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>														
<p>1. Article Addressed to:</p> <p style="text-align: center;">JUNTAO YAN 119 BAYVIEW AVE JERSEY CITY, NJ 07305</p>  <p style="text-align: center;">9590 9402 4252 8121 9786 49</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>														
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7018 0680 0002 1208 4100</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Mail Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®														
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™														
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery														
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Mail Restricted Delivery															
<p>(over 5000)</p>															

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
Claimant :
v. :
Bayview Ave, 123 :
Block: 24001 Lot: 23 :

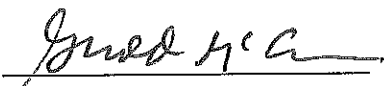
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On February 06, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit B)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit A)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/16/2019



GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Mar 15, 2019

123 BAYVIEW AVE, LLC
123 BAYVIEW AVE
JERSEY CITY, NJ 07305

Re: BAYVIEW AVE, 123, Jersey City, NJ

Block: 24001 Lot: 23

Date work completed: 03-14-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$375.00
Disposal Fees	\$220.00
Total	\$595.00
10.00% Administrative Fee	\$59.50
Total Amount Due	\$654.50
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

15

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

*Ref
Dave*

February 06, 2019
123 BAYVIEW AVE, LLC
123 BAYVIEW AVE
JERSEY CITY, NJ 07305

Re : BAYVIEW AVE, 123
BLOCK : 24001 LOT : 23

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

*NE
DF*

3-7-19

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Nov

Inspector Violations Form

Date: 1-26-19

Block: 24001

Lot: 23

Zone: South

Address: 123 Bayview Ave

Picture #: # 3626

Origin of Complaint: Self-initiated
Management
See Click Fix
Citizen

Description of Property: (Circle One)
abandoned home
Vacant land
Occupied Building

Where on Property: (Circle One)
Front
Rear
Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please Circle All Violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

Inspector Signature

Badge #

[Signature]

#1006

COURT I.D. PREFIX COMPLAINT NUMBER
 0906 SF

Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY

The State of New Jersey
 VS

Defendant's Name: First Initial Last
 Address City
 State Zip Code Telephone
 Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
 COUNTY OF HUDSON)SS:

Complaining Witness: (Name)
 of (Identify Dept/Agency Represented) (Badge No.)
 Residing at

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the Month Day Year Time in JERSEY CITY County of HUDSON N.J.

did commit the following offense:
 in violation of (one charge only) (Statute, Regulation or Ordinance Number)
 LOCATION OF OFFENSE Describe Location (other than traffic)

OATH: Subscribed and sworn to before me this day of yr

CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

(Signature of Complaining Witness)
 (Signature of Person Administering Oath)
 (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judge)	<input type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.


YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR


COURT APPEARANCE REQUIRED	COURT DATE	Month	Day	Year	Time	AM	PM
---------------------------	------------	-------	-----	------	------	----	----

(Date Summons issued) (Signature of Person Issuing Summons)



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY													
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee													
1. Article Addressed to: 123 BAYVIEW AVE, LLC 123 BAYVIEW AVE JERSEY CITY, NJ 07305  9590 9402 4252 8121 9783 73	B. Received by (<i>Printed Name</i>)	C. Date of Delivery												
2. Article Number (<i>Transfer from service label</i>) 7018 0680 0000 2581 0187	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No													
3. Service Type <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>			<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®													
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<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery													
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery													
PS Form 3811, July 2015 PSN 7530-02-000-9053 <i>N-123 Bayview</i> Domestic Return Receipt														



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY													
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee													
1. Article Addressed to: 123 BAYVIEW AVE, LLC 123 BAYVIEW AVE JERSEY CITY, NJ 07305  9590 9402 4252 8121 9780 69	B. Received by (<i>Printed Name</i>)	C. Date of Delivery												
2. Article Number (<i>Transfer from service label</i>) 7018 0680 0000 2580 7620	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No													
3. Service Type <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>			<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®													
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery													
PS Form 3811, July 2015 PSN 7530-02-000-9053 <i>R-123 BAYVIEW AVE</i> Domestic Return Receipt														

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City

Claimant

v.

Bennett St, 03

Block: 20701 Lot: 1

CERTIFICATION OF

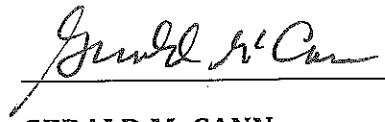
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On October 29, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit B)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit A)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/16/2019

A handwritten signature in cursive script, appearing to read "Gerald McCann", is written over a horizontal line.

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Feb 06, 2019

407 EGE B, LLC C/O JEFFREY WHITE
323 WASHINGTON ST
HOBOKEN, NJ 07030

Re: BENNETT ST, 03, Jersey City, NJ

Block: 20701 Lot: 1

Date work completed: 02-04-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$125.00
Disposal Fees	\$66.00
Total	\$191.00
10.00% Administrative Fee	\$19.10
Total Amount Due	\$210.10
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

October 29, 2018

407 EGE B, LLC C/O JEFFREY WHITE
323 WASHINGTON ST
HOBOKEN, NJ 07030

Re : BENNETT ST, 03
BLOCK : 20701 LOT : 1

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

NAW

Inspector Violations Form

Date: 10-26-18

Zone: WEST

Block: 20701

Lot: 1

Address: 3 BENNETT ST

Picture #: # 3425

Origin of Complaint: Self-Initiated Management See Click Fix
(Circle One)

Dispatch Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

R. J. # 1006
Inspector Signature Badge #

COURT I.D. PREFIX COMPLAINT NUMBER
0906 - **SF** - **315103** Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY **D.P.W.**

The State of New Jersey
 vs

Defendant's Name: First Initial Last
401 ESE B. LLC **REFFREY** **WHITE**

Address City
323 WASHINGTON ST **HOBOKEN**

State Zip Code Telephone
NJ 07030

Birth Date: Mo. Day Yr. Sex Eyes Color Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
 COUNTY OF **HUDSON**)SS:

Complaining Witness: **PAULO D. FORTUNATO**
 (Name)
 Of **D.P.W. TRAFFIC UNIT 1006**
 (Identify Dept/Agency Represented) (Badge No.)
 Residing at **13 LINDEN AVE EAST**

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the **11-27-10** Month Day Year
 in **JERSEY CITY** County of **HUDSON** N.J.

did commit the following offense: **FAILURE TO MAINTAIN PROPERTY, HIGHWAYS**
287-3F

In violation of (one charge only) (Statute, Regulation or Ordinance Number)
287-3F

LOCATION OF OFFENSE Describe Location (other than traffic)
WASHINGTON ST

OATH: Subscribed and sworn to before me this **10-27-10** day of **NOVEMBER** yr **2010**
 (Signature of Complaining Witness) **WEST(B) 63#3425**
 (Signature of Person Administering Oath)
 CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.
 (Signature of Complaining Witness) **PAULO D. FORTUNATO**

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Signature of Judge)	<input checked="" type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR

<input type="checkbox"/> COURT APPEARANCE REQUIRED	COURT DATE	Month	Day	Year	Time	AM	PM
		11	27	2010			

(Date Summons Issued) **11-27-10** (Signature of Person Issuing Summons) **PAULO D. FORTUNATO**



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

407 EGE B, LLC
 323 WASHINGTON ST
 HOBOKEN, NJ 07030



9590 9402 4253 8121 3586 48

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

2. 7018 0680 0000 3959 0402

PS Form 3811, July 2015 PSN 7530-02-000-9053

Bennett

Domestic Return Receipt

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City

Claimant

v.

Bergen Ave, 074-076

Block: 24904 Lot: 6

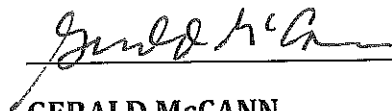
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On January 10, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit B)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
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Dated: 5/16/2019


GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Jan 14, 2019

BERKCO GROUP NJ, LLC
287 DIVISION ST., #STE A
BROOKLYN, NY 11211

*Payment Due
2-22-19*

Re: **BERGEN AVE, 074-076, Jersey City, NJ**

Block: 24904 Lot: 6

Date work completed: 01-10-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$62.50
Disposal Fees	\$44.00
Total	\$106.50
10.00% Administrative Fee	\$10.65
Total Amount Due	\$117.15
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

January 10, 2019
BERKCO GROUP NJ, LLC
287 DIVISION ST., #STE A
BROOKLYN, NY 11211

**Re : BERGEN AVE, 074-076
BLOCK : 24904 LOT : 6**

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

Nov

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 1-8-19

Zone: South

Block: 24904

Lot: 6

Address: 74-76 BERGEN AVE

Picture #: # 3567

Origin of Complaint: Sewer Management See City Fly
(Circle One)

Dispatcher Citizen

Description of Property: Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Front-loader

Please circle ALL violations that exist: Tree Other Construction Debris Weeds

Additional Comments:

D.J. # 1006
Inspector Signature Badge #

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BERKCO GROUP NJ, LLC
 287 DIVISION ST., #STE A
 BROOKLYN, NY 11211



590 9402 4253 8121 3592 94

2. Number (Transfer from service label)

7018 0680 0002 1208 4155

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Signature]

Agent
 Addressee

B. Received by (Printed Name): _____ C. Date of Delivery _____

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

B-74-76 Bergen

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Israel Berkowitz
 287 Division St STE A
 Brooklyn, NY 11211

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Agent
 Addressee

B. Received by (Printed Name) _____ C. Date of Delivery _____

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
 :
 Claimant :
 :
 v. :
 :
 Clerk St, 065 :
 :
 Block: 22301 Lot: 16 :
 :

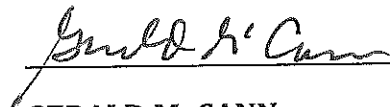
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On October 01, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit B)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit A)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/16/2019



GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Dec 07, 2018

JUAN DEVALLE
67 CLERK ST
JERSEY CITY, NJ 07304

Re: CLERK ST, 065, Jersey City, NJ

Block: 22301 Lot: 16

Date work completed: 12-05-2018

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A Notice of Violation ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$518.75
Disposal Fees	\$396.00
Total	\$914.75
10.00% Administrative Fee	\$91.48
Total Amount Due	\$1,006.23
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

*Ret
Dave*

October 01, 2018
JUAN DEVALLE
67 CLERK ST
JERSEY CITY, NJ 07304

Re : CLERK ST, 065
BLOCK : 22301 LOT : 16

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

*NEG.
DF*

12-1-18

Department of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 9-27-18

Zone: SOUTH

Block: 23301

Lot: 16

Address: 65 Cleeck St

Picture #: # 3370

Origin of Complaint: Self-Initiated Management See Click Fix R.R.C.
(Circle One) Dispatch Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

[Signature] #1006
Inspector Signature Badge #

COURT I.D. PREFIX COMPLAINT NUMBER Municipal Court of Jersey City
 0906 SF 00124 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY

The State of New Jersey
VS.

Defendant's Name: First Initial Last
 JOHN DELVALE

Address: 57 WELLS ST JERSEY CITY

State: Zip Code Telephone

Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions

Driver's License # State Exp. Date

STATE OF NEW JERSEY)
 COUNTY OF HUDSON)SS:

Complaining Witness: JASON D. DEWARTO (Name)
 Of: NEW BRUNSWICK 1006 (Identify Dept/Agency Represented) (Badge No.)
 Residing at: 13 CHATELAIN ST J.C.

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the 7-21-16 10:00 AM
 in JERSEY CITY 0906 County of HUDSON N.J.

did commit the following offense: FAILURE TO MAINTAIN PROPERTY - HIGH AREAS.
 287-36
 In violation of (one charge only) (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE Describe Location (other than traffic)
 57 WELLS ST

OATH: Subscribed and sworn to before me this day of yr
 D. Antunato OR CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

(Signature of Complaining Witness) 9-25-16 (Date)
 SOUTH #3370 (Signature of Person Administering Oath) (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judge)	<input checked="" type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT. YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR

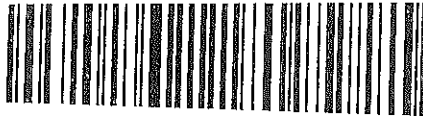
<input type="checkbox"/> COURT APPEARANCE REQUIRED	COURT DATE	Month	Day	Year	Time	AM/PM
		10	25	16	10:00	AM

9-25-16 (Date Summons Issued) (Signature of Person Issuing Summons)

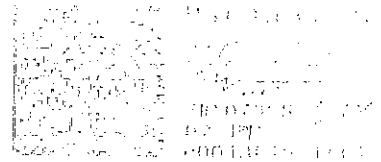


CITY OF JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13-15 LINDEN AVENUE EAST, 3RD FLOOR
JERSEY CITY, NJ 07305



7018 0680 0000 3959 1027



Handwritten signature

Handwritten signature

JUAN DEVALLE
67 CLERK ST
JERSEY CITY, NJ 07304

NIXIE 075 RE 1 0911/25/18

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTF
5736544725

EC: 07305472615 * 9051-01004-25-08

N-65 Clerk St.

7018 0680 0000 3959 2130

U.S. Postal Service CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
<small>For delivery information visit our website at www.usps.com</small>	
OFFICIAL USE	
Certified Mail Fee \$ _____	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	<i>B-65 Clerk</i>
Total Postage and Fees \$ _____	
Sent To JUAN DEVALLE	
Street and Apt. No., or PO Box No. 67 CLERK ST	
City, State, ZIP+4® JERSEY CITY, NJ 07304	
<small>PS Form 3800, April 2013. PSN 7530-02-000-9000-9000. See Reverse for Instructions.</small>	

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City

Claimant

v.

Dwight St, 254

Block: 23903 Lot: 15

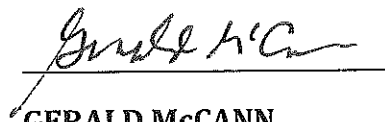
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On January 16, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit B)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit A)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/16/2019


GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Feb 06, 2019

PERRY & GLORIA BUTLER
254 DWIGHT ST
JERSEY CITY, NJ 07305

Re: DWIGHT ST, 254, Jersey City, NJ

Block: 23903 Lot: 15

Date work completed: 02-05-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$125.00
Disposal Fees	\$66.00
Total	\$191.00
10.00% Administrative Fee	\$19.10
Total Amount Due	\$210.10
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

1511

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

January 16, 2019
PERRY & GLORIA BUTLER
254 DWIGHT ST
JERSEY CITY, NJ 07305

*Ref
Dave*

Re : DWIGHT ST, 254
BLOCK : 23903 LOT : 15

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

*NG
DA*

1-29-19

Nov

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 1-12-19

Zone: SOUTH

Block: 23903

Lot: 15

Address: 254 DWIGHT ST

Picture #: # 3577

Origin of Complaint: Self-initiated Management See Click Fix
(Circle One)

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

[Signature] #1006
Inspector Signature Badge #

COURT I.D. PREFIX COMPLAINT NUMBER
0906 - **SF** - **00000** Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY

The State of New Jersey
 VS.
 Defendant's Name: First Initial Last
BOYER
 Address City
101 BLVD OF ARTISTS
 State Zip Code Telephone
NJ 07305
 Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
 COUNTY OF HUDSON } SS:

Complaining Witness: PAUL D. FUCHS
 (Name)
 Of HUDSON COUNTY
 (Identify Dept/Agency Represented) (Badge No.)
 Residing at 150 W. 10TH ST. EAST

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the _____ Month _____ Day _____ Year _____ Time
 in JERSEY CITY _____ 0906 County of HUDSON N.J.

did commit the following offense: FAILURE TO MAINTAIN PROPERTY, UTTERED WORDS
396-2

In violation of (one charge only) _____
 (Statute, Regulation or Ordinance Number)
 LOCATION OF OFFENSE _____ Describe Location (other than traffic) _____

OATH: Subscribed and sworn to before me this _____ day of _____ yr _____
 CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

(Signature of Complaining Witness) _____ (Date) _____
SOUTH (A) (53) #3577
 (Signature of Person Administering Oath) _____ (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO (Signature of Judicial Officer) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO (Signature of Judge)	<input type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THE COURT TO ANSWER THIS COMPLAINT IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

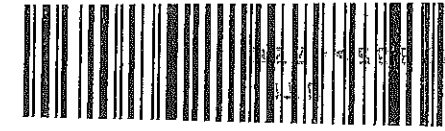
NOTICE TO APPEAR
 COURT APPEARANCE REQUIRED
 COURT DATE: _____ Month _____ Day _____ Year _____ Time _____ AM/PM

(Date Summons Issued) _____ (Signature of Person Issuing Summons)
 COMPLAINT-SUMMONS SF-1 (7/14)



CITY OF JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
13-15 LINDEN AVENUE EAST, 3RD FLOOR
JERSEY CITY, NJ 07305

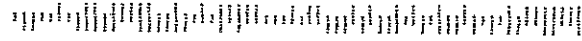


7018 0680 0002 1208 3936

PERRY & GLORIA BUTLER
254 DWIGHT ST
JERSEY CITY, NJ 07305

Handwritten note: 10/14/08

0730592250



9566 902T 2000 0990 9102

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark Here

2006-90910 ALLO JERSEY CITY

254 Dwight St

Send to: PERRY & GLORIA BUTLER
Street or PO Box No. 254 DWIGHT ST
City JERSEY CITY, NJ 07305

PS Form 3800, April 2006 Edition See Reverse for Instructions

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City

Claimant

v.

Grant Ave, 116

Block: 23101 Lot: 50

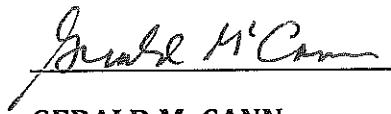
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On October 05, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
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7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019

A handwritten signature in cursive script, reading "Gerald McCann", written over a horizontal line.

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Dec 07, 2018

US BANK NATL ASSOC TRUSTEE
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

Re: GRANT AVE, 116, Jersey City, NJ

Block: 23101 Lot: 50

Date work completed: 12-06-2018

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A Notice of Violation ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$187.50
Disposal Fees	\$132.00
Total	\$319.50
10.00% Administrative Fee	\$31.95
Total Amount Due	\$351.45
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

(m)

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

October 05, 2018
US BANK NATL ASSOC TRUSTEE
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

RI
10-29-18
Dove

Re : GRANT AVE, 116
BLOCK : 23101 LOT : 50

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

NE
OF
11-1-18

Department of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 9-28-18

Zone: SOUTH

Block: 23101

Lot: 50

Address: 116 GRANT AVE

Picture #: # 3384 85

Origin of Complaint: Self-Initiated Management See Click Fix
(Circle One)

Dispatch Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

C. J.
Inspector Signature

1006
Badge #

COURT I.D. 0906 PREFIX SF COMPLAINT NUMBER 10-4-18
 Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306
 AGENCY 10-4-18

The State of New Jersey
 vs.

Defendant's Name: First Initial Last
 US BANK NATL ASSOC TRUSTEE

Address City
 15701 WIZENESS WAY OKLAHOMA

State Zip Code Telephone
 OK 73134

Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
 COUNTY OF HUDSON JSS:

Complaining Witness: D. Fortuado (Name)
 of 1006 (Identify Dept/Agency Represented) (Badge No.)
 Residing at B. Williams

by certification or on oath, says that to the best of his/her knowledge and belief, the named defendant on or about the 7-24-18 Month Day Year Time
 in JERSEY CITY County of HUDSON N.J.

did commit the following offense: DEVIAS IN REAR
Failure to maintain property
3774

in violation of (one charge only) _____ (Statute, Regulation or Ordinance Number)
 LOCATION OF OFFENSE 1110 Describe Location (other than traffic) Summit Ave

OATH: Subscribed and sworn to before me... CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.
 this _____ day of _____ yr
A. Fortuado OR 10-4-18
 (Signature of Complaining Witness) (Date)
Southern # 3384 (Signature of Person Administering Oath)
D. Fortuado (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judge)	<input checked="" type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint-Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT. YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR
 COURT APPEARANCE REQUIRED COURT DATE 10-30-18 Time 1:00 AM/PM
 (Date Summons Issued) (Signature of Person Issuing Summons)

4512 656 0000 0890 9102

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage	\$
Total Postage and Fees	\$

APR 10 2014
Postmark Here
B-116 Grant

US BANK NATL ASSOC TRUSTEE
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

PS Form 3800, April 2013 Edition See Reverse for Instructions

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

US BANK NATL ASSOC TRUSTEE
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134



9590 9402 4253 8121 3591 57

2. Article Number (Transfer from service label)

7018 0680 0000 3959 0891

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Mail Restricted Delivery | |

N-116 Grant

Domestic Return Receipt

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
Claimant :

v. :
Newett Ave, 069.5 :
Block: 16802 Lot: 3 :

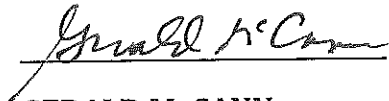
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On February 20, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019



GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Apr 03, 2019

69.5 JEWETT AVE ASSOCIATES, LLC
69.5 JEWETT AVE
JERSEY CITY, NJ 07304

Re: JEWETT AVE, 069.5, Jersey City, NJ

Block: 16802 Lot: 3

Date work completed: 04-02-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$143.75
Disposal Fees	\$176.00
Total	\$319.75
10.00% Administrative Fee	\$31.98
Total Amount Due	\$351.73
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

February 20, 2019
69.5 JEWETT AVE ASSOCIATES, LLC
69.5 JEWETT AVE
JERSEY CITY, NJ 07304

RI

Re : JEWETT AVE, 069.5
BLOCK : 16802 LOT : 3

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

Have
not closed
3-29-19

NOV

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 2-14-19

Zone: WEST

Block: 1692

Lot: 3

Address: 695 JEWETT AVE

Picture #: # 3652

Origin of Complaint: Self-Initiated Management See Click Fix
(Circle One) Dispatch Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

D.J. #1006
Inspector Signature Badge #

COURT I.D.

PREFIX

COMPLAINT NUMBER

Municipal Court of Jersey City

0906

SF

365 Summit Ave.
Jersey City, NJ 07306

AGENCY

The State of New Jersey									
VS									
Defendant's Name: First			Initial			Last			
Address						City			
State		Zip Code		Telephone					
Birth Date:	Mo.	Day	Yr.	Sex	Eyes	Height	Restrictions		
Driver's License #				State		Exp. Date			

STATE OF NEW JERSEY
COUNTY OF HUDSON JSS:

Complaining Witness: _____
(Name)
Of _____
(Identify Dept/Agency Represented) (Badge No.)
Residing at _____

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the _____
Month _____ Day _____ Year _____ Time _____
in _____ JERSEY CITY _____ 0906 _____ County of HUDSON _____ N.J.

did commit the following offense:
*Wiped 75 MPH
Payroll Storage Unit
Behind Rock at work*
In violation of (one charge only) _____
(Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE _____ Describe Location (other than traffic) _____

OATH: Subscribed and sworn to before me this _____ day of _____ yr _____
CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

(Signature of Complaining Witness) _____ (Date) _____
(Signature of Person Administering Oath) _____ (Signature of Complaining Witness) _____

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS	
COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Signature of Judicial Officer) _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Signature of Judge) _____	<input type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR
 COURT APPEARANCE REQUIRED
COURT DATE _____ Month _____ Day _____ Year _____ Time _____ AM _____ PM

(Date Summons Issued) _____ (Signature of Person Issuing Summons) _____

PERMITTED MAIL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

69.5 JEWETT AVE ASSOCIATES, LLC
 69.5 JEWETT AVE
 JERSEY CITY, NJ 07304



9590 9402 4252 8121 9778 88

2. Article Number (Transfer from service label)

7018 0680 0000 2580 8221

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 *B-69.5 Jewett* Domestic Return Receipt



PERMITTED MAIL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

69.5 JEWETT AVE ASSOCIATES, LLC
 69.5 JEWETT AVE
 JERSEY CITY, NJ 07304



9590 9402 4252 8121 9781 82

2. Article Number (Transfer from service label)

7018 0680 0000 2580 7781

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
Claimant :

v. :
Montgomery St, 711 :
Block: 15004 Lot: 15.01 :

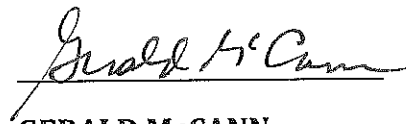
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On January 16, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019



GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Mar 29, 2019

711 MONTGOMERY, LLC
335 THROOP AVE
BROOKLYN, NY 11221

Re: MONTGOMERY ST, 711, Jersey City, NJ

Block: 15004 Lot: 15.01

Date work completed: 03-26-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$431.25
Disposal Fees	\$242.00
Total	\$673.25
10.00% Administrative Fee	\$67.33
Total Amount Due	\$740.58
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

January 16, 2019
711 MONTGOMERY, LLC
335 THROOP AVE
BROOKLYN, NY 11221

RI
Anita

Re : MONTGOMERY ST, 711
BLOCK : 15004 LOT : 15.01

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

2-14-2019
NOT ABATED
ALS

Jersey City Department of Public Works
Sanitation Division

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

NOV

Inspector Violations Form

Date: 11-15-2019

Zone: W

Block: 15004

Lot: 15.01

Address: 711 MONTGOMERY ST

Picture #: 3865-3873

Origin of Complaint: Self-Initiated Management See Click Fix
(Circle One)

Dispatch Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

Anna Lisa 4437
Inspector Signature Badge #

0906

SF

363468

365 Summit Ave.
Jersey City, NJ 07306

AGENCY

APW

The State of New Jersey

Defendant's Name: First Initial Last
 711 Manhattan St 4E 7c Simon Dushinski
 Address City
 305 Throod Ave BROOKLYN
 State Zip Code Telephone
 NY 11221
 Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
COUNTY OF HUDSON JSS:

Complaining Witness: Anita Lore Smith
 Of New Jersey (Name) 4437
 (Identify Dept/Agency Represented) (Badge No.)
 Residing at 13 Linden

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the 1 04 2014 12:24
 in JERSEY CITY Month Day Year Time
 0906 County of HUDSON N.J.

did commit the following offense:
 Failure to clean
 your account lot
 287-4

In violation of (one charge only) (Statute, Regulation or Ordinance Number)
 LOCATION OF OFFENSE 711 Manhattan St

OATH: Subscribed and sworn to before me this _____ day of _____, yr _____
 CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.
 (Signature of Complaining Witness) Anita Lore Smith
 (Date) 01-05-2014
 (Signature of Person Administering Oath) [Signature]
 (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judge)	<input checked="" type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT. YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED	COURT DATE	Month	Day	Year	Time
		1	13	2014	12:24 PM

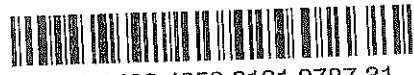
(Date Summons Issued) 01-05-2014 (Signature of Person Issuing Summons) Anita Lore Smith

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

711 MONTGOMERY, LLC
335 THROOP AVE
BROOKLYN, NY 11221



9590 9402 4252 8121 9787 31

2. Article Number (Transfer from service label)

7018 0680 0002 1208 3967

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Mail Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

711 MONTGOMERY, LLC
335 THROOP AVE
BROOKLYN, NY 11221



9590 9402 4252 8121 9778 95

2. Article Number (Transfer from service label)

7018 0680 0000 2580 8177

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Mail Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
 :
 Claimant :
 :
 v. :
 :
 Myrtle Ave, 007 :
 :
 Block: 23703 Lot: 13 :
 :

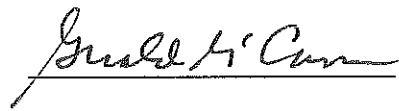
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On January 10, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019

A handwritten signature in cursive script, reading "Gerald McCann", written over a horizontal line.

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Jan 18, 2019

RR MYRTLE, LLC
7 MYRTLE AVE
JERSEY CITY, NJ 07305

Re: MYRTLE AVE, 007, Jersey City, NJ

Block: 23703 Lot: 13

Date work completed: 01-14-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$306.25
Disposal Fees	\$110.00
Total	\$416.25
10.00% Administrative Fee	\$41.63
Total Amount Due	\$457.88
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

January 10, 2019
RR MYRTLE, LLC
7 MYRTLE AVE
JERSEY CITY, NJ 07305

**Re : MYRTLE AVE, 007
BLOCK : 23703 LOT : 13**

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

Nov

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 1-8-19

Zone: South

Block: 23703

Lot: 13

Address: 7 MYRTLE AVE

Picture #: # 3566

Origin of Complaint:
(Circle One)

See Other

Management

See Other

Dispatch

Citizen

Description of Property:
(Circle One)

Abandoned Home

Vacant Land

Occupied Building

Where on Property:

Front

Rear

Side

Suggested Equipment Needed:

Packer

Hand-Gang

Sobcat

Pay-loader

Please circle ALL violations that exist:

Trash

Litter

Construction Debris

Weeds

Additional Comments:

[Signature] # 1006
Inspector Signature Badge #

COURT I.D. PREFIX COMPLAINT NUMBER
 0906 SF [] Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY

The State of New Jersey
VS

Defendant's Name: First Initial Last
 Address City
 State Zip Code Telephone
 Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY COUNTY OF HUDSON }SS:

Complaining Witness: (Name)
 of (Identify Dept/Agency Represented) (Badge No.)
 Residing at

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the Month Day Year Time in JERSEY CITY 0906 County of HUDSON N.J.

did commit the following offense: *1st/2nd to 1st/2nd*
PROPERTY OFFENSE, 2ND
1st/2nd
 In violation of (one charge only) (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE	Describe Location (other than traffic)
---------------------	--

OATH: Subscribed and sworn to before me this ___ day of ___, yr ____
 CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

(Signature of Complaining Witness) (Date)
South (F) 53 #3566 (Signature of Person Administering Oath) (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

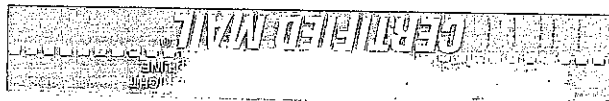
COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judge)	<input type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
HEREIN THIS COURT TO ANSWER THIS COMPLAINT IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED A WARRANT MAY BE ISSUED FOR YOUR ARREST

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED	COURT DATE	Month	Day	Year	Time	AM-PM
---------------------------	------------	-------	-----	------	------	-------

(Date Summons Issued) (Signature of Person Issuing Summons)
 COMPLAINT - SUMMONS SF-1 (7/14)



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY													
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee													
	B. Received by (Printed Name)	C. Date of Delivery												
1. Article Addressed to: RR MYRTLE, LLC 7 MYRTLE AVE JERSEY CITY, NJ 07305	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No													
2. Article Number (Transfer from service label) 7018 0680 0002 1208 4162	3. Service Type <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery													
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt													

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY													
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee													
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PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt													

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
 :
 Claimant :
 :
 v. :
 :
 Palisade Ave, 444 :
 :
 Block: 3002 Lot: 9 :
 :

CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On November 08, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019

A handwritten signature in black ink, appearing to read "Gerald McCann", written over a horizontal line.

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Jan 10, 2019

318 WHITON JC, LLC C/O ABRAHAM KOHN
1 UNIVERSITY PLAZA STE 312
HACKENSACK, NJ 07601

*Payment Due
1-25-19*

Re: **PALISADE AVE, 444, Jersey City, NJ**

Block: 3002 Lot: 9

Date work completed: 01-04-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$437.50
Disposal Fees	\$176.00
Total	\$613.50
10.00% Administrative Fee	\$61.35
Total Amount Due	\$674.85
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

November 08, 2018
318 WHITON JC, LLC C/O ABRAHAM KOHN
1 UNIVERSITY PLAZA STE 312
HACKENSACK, NJ 07601

Re : PALISADE AVE, 444
BLOCK : 3002 LOT : 9

Dear Sir/Madam:

RI
11-30-18
willie
11/27/18
NO RESPONSE
please schedule
CLEAN UP. W
6534-37
10:47AM

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

NOV

Date: 11/1/18
Block: 3002

Zone: NORTH
Lot: 9

Address: 444 PALISADE AVE

Picture #: 6204/6209-11

Origin of Complaint: Self-Initiated Management See Click Fix
(Circle One) Dispatch Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

W. Richardson 1004
Inspector Signature Badge #

COURT I.D. PREFIX COMPLAINT NUMBER Municipal Court of Jersey City
 0906 SF 355182 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY DPO

The State of New Jersey
 vs.

Defendant's Name: First ABRAHAM Initial AK Last KOHN
 Address ONE UNIVALENTA RAZA 3RD HAVENSKER
 State NJ Zip Code 07001 Telephone _____
 Birth Date: Mo. 11 Day 18 Yr. 10 Sex _____ Eyes _____ Height _____ Restrictions _____
 Driver's License # _____ State _____ Exp. Date _____

STATE OF NEW JERSEY COUNTY OF HUDSON JSS: _____
 Complaining Witness: INSP. WILLIAM RICHARDSON
 of SANITATION/DPO (Identify Dept/Agency Represented) (Badge No.) 1041

Residing at _____
 by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the 11 18 10 23 AM in JERSEY CITY 0906 County of HUDSON N.J.

did commit the following offense: FAILURE TO MAINTAIN PROPERLY REFUSE ACCUMULATING ON PROPERTY
 in violation of (one charge only) CHUCK 3002 287-3B LOT 9 (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE 444 PALMISTE AVE Describe Location (other than traffic)

OATH: Subscribed and sworn to before me this _____ day of _____ yr _____
 CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.
 (Signature of Complaining Witness) 11/7/18 (Date)
 (Signature of Person Administering Oath) _____ (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes (Signature of Judicial Officer) <input type="checkbox"/> No (Signature of Judge)	<input checked="" type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT ON OR BEFORE THE DATE AND AT THE TIME STATED. A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR
 COURT APPEARANCE REQUIRED. COURT DATE 11 22 10 9 00 AM/PM
11/7/18 (Date Summons Issued) _____ (Signature of Person Issuing Summons)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Shannon LaBiano</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Shannon LaBiano</i></p> <p>C. Date of Delivery</p>														
<p>1. Article Addressed to: 318 WHITON JC, LLC C/O ABRAHAM KOHN 1 UNIVERSITY PLAZA STE 312 HACKENSACK, NJ 07601</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>														
<p>2. Article Number (Transfer from service label) 7018 0680 0000 3959 0372</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Restricted Delivery	
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<input type="checkbox"/> Restricted Delivery															

PS Form 3811, July 2015 PSN 7530-02-000-9053 *N: 444 Palisade* Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery <i>11/5/14</i></p>														
<p>1. Article Addressed to: 318 WHITON JC, LLC C/O ABRAHAM KOHN 1 UNIVERSITY PLAZA STE 312 HACKENSACK, NJ 07601</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>														
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<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™														
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery														
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Restricted Delivery															

PS Form 3811, July 2015 PSN 7530-02-000-9053 *B-444 Palisade* Domestic Return Receipt

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
 :
 Claimant :
 :
 v. :
 :
 Sip Ave, 363 :
 :
 Block: 11803 Lot: 4 :
 :

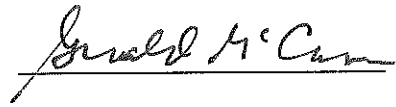
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On January 25, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019



GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Apr 09, 2019

FAHMY IBRAHIM
107 BALDWIN AVE
JERSEY CITY, NJ 07306

Re: SIP AVE, 363, Jersey City, NJ
Block: 11803 Lot: 4
Date work completed: 04-08-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A Notice of Violation ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$917.00
Disposal Fees	\$2,332.00
Total	\$3,249.00
10.00% Administrative Fee	\$324.90
Total Amount Due	\$3,573.90
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

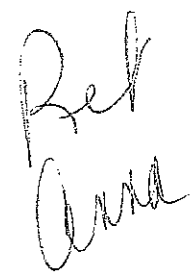
JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

January 25, 2019
FAHMY IBRAHIM
107 BALDWIN AVE
JERSEY CITY, NJ 07306



**Re : SIP AVE, 363
BLOCK : 11803 LOT : 4**

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

2-21-2019
NOT CLEAN
AES

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

NOV

Inspector Violations Form

Date: 1-25-2019

Zone: W

Block: 11803

Lot: 4

Address: 363 SEP Ave

Picture #: 3946 + 3948

Origin of Complaint: Self-Initiated Management See Click Fix
(Circle One) Dispatch Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

Amia Rose Diet 4437
Inspector Signature | Badge #

AGENCY DPW

The State of New Jersey
 VS
 Defendant's Name: First Initial Last
E. ALIHAJ I. PRAMHUM
 Address City
107 Baldwin Ave Jersey
 State Zip Code Telephone
NJ 07306
 Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
 COUNTY OF HUDSON)SS:

Complaining Witness: ANNA LOSE SMITH
 (Name) 4437
 Of DPW INSPECTOR
 (Identify Dept/Agency Represented) (Badge No.)
 Residing at 13 Linden

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the 15 2019 15:00
 in JERSEY CITY 0906 County of HUDSON N.J.

did commit the following offense:
Failed to keep
clean your street lot
287-4
 in violation of (one charge only) _____
 (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE	<u>365</u>	Describe Location (other than traffic)	<u>Summit Ave</u>
---------------------	------------	--	-------------------

OATH: Subscribed and sworn to before me this _____ day of _____, yr _____
 (Signature of Complaining Witness)
 CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.
 OR
 (Signature of Person Administering Oath) 1-25-2019
 (Date) Anna Rose Smith
 (Signature of Complaining Witness)


PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS
 COURT USE ONLY LAW ENFORCEMENT USE ONLY

Probable cause is found for the issuance of this Complaint-Summons
 Yes
 No (Signature of Judicial Officer)
 Yes
 No (Signature of Judge)
 The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
 BEFORE THIS COURT TO ANSWER THIS COMPLAINT ON THE DATE AND AT THE TIME STATED. A WARRANT MAY BE ISSUED FOR YOUR ARREST.


NOTICE TO APPEAR
 COURT APPEARANCE REQUIRED
 COURT DATE 3 25 2019 Time 7:00 AM
1-25-2019



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee X	
1. Article Addressed to: FAHMY IBRAHIM 107 BALDWIN AVE JERSEY CITY, NJ 07306	B. Received by (<i>Printed Name</i>)	C. Date of Delivery
 9590 9402 4252 8121 9778 26	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (<i>Transfer from service label</i>) 7018 0680 0000 2580 8238	3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery <small>(over 300)</small>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 *B-363 SIP AVE* Domestic Return Receipt



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee X	
1. Article Addressed to: FAHMY IBRAHIM 107 BALDWIN AVE JERSEY CITY, NJ 07306	B. Received by (<i>Printed Name</i>)	C. Date of Delivery
 9590 9402 4252 8121 9784 65	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (<i>Transfer from service label</i>) 7018 0680 0000 2581 0026	3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery <small>(over 300)</small>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 *A-363 SIP AVE* Domestic Return Receipt

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City
Claimant

v.

Van Nostrand Ave, 175
Block: 26402 Lot: 3

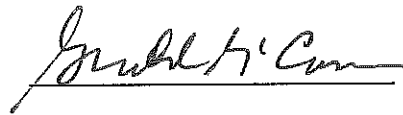
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On February 25, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019

A handwritten signature in black ink, appearing to read "Gerald McCann", written over a horizontal line.

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Mar 25, 2019

3 PROP JC, LLC
52 HACKENSACK PLANK ROAD
WEEHAWKEN, NJ 07086

Re: VAN NOSTRAND AVE, 175, Jersey City, NJ

Block: 26402 Lot: 3

Date work completed: 03-20-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A Notice of Violation ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$375.00
Disposal Fees	\$770.00
Total	\$1,145.00
10.00% Administrative Fee	\$114.50
Total Amount Due	\$1,259.50
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

February 25, 2019
3 PROP JC, LLC
52 HACKENSACK PLANK ROAD
WEEHAWKEN, NJ 07086

Ret Dave

Re : VAN NOSTRAND AVE, 175
BLOCK : 26402 LOT : 3

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

*N/G
DP*

3-15-19

Nov

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 2-21-19

Zone: South

Block: 26402

Lot: 3

Address: 175 VAN NOSTRAND AVE

Picture #: # 3675

Origin of Complaint: Self-initiated Management See Click Fix
(Circle One)

Description of Property: Dispatch Citizen
Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Backer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

[Signature] # 1006
Inspector Signature Badge #

COURT I.D. PREFIX COMPLAINT NUMBER

0906 SF

Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY

The State of New Jersey
VS.

Defendant's Name: First Initial Last
 Address City
 State Zip Code Telephone
 Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
 COUNTY OF HUDSON)SS:

Complaining Witness: (Name)
 Of (Identify Dept/Agency Represented) (Badge No.)
 Residing at

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the Month Day Year Time in JERSEY CITY 0906 County of HUDSON N.J.

did commit the following offense:
 in violation of (one charge only) (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE Describe Location (other than traffic)

OATH: Subscribed and sworn to before me this day of yr. CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

(Signature of Complaining Witness)
 (Signature of Person Administering Oath) (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

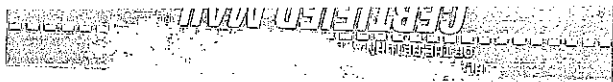
COURT USE ONLY	LAW ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judge)	<input type="checkbox"/> The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THIS COURT TO ANSWER THIS COMPLAINT IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED COURT DATE Month Day Year Time AM PM

(Date Summons Issued) (Signature of Person Issuing Summons)



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY													
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>													
<p>1. Article Addressed to:</p> <p>3 PROP JC, LLC 52 HACKENSACK PLANK ROAD WEEHAWKEN, NJ 07086</p>  <p>9590 9402 4252 8121 9781 68</p>	<p>B. Received by (Printed Name) C. Date of Delivery</p>													
<p>2. Article Number (Transfer from service label)</p> <p>7018 0680 0000 2580 7880</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>													
<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>			<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery													
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 <i>0-175 Van Nostrand</i> Domestic Return Receipt</p>														



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY													
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>													
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery													
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 <i>0-175 Van Nostrand</i> Domestic Return Receipt</p>														

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City :
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 Claimant :
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 v. :
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 Wade St, 026 :
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 Block: 26502 Lot: 42 :
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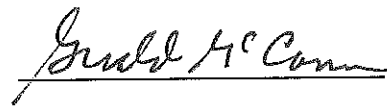
CERTIFICATION OF
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On December 06, 2018, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019



GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Feb 06, 2019

ABC BEST BRAND HOUSES JERSEY CITY, LLC
26 WADE ST
JERSEY CITY, NJ 07305

Re: **WADE ST, 026, Jersey City, NJ**
Block: 26502 Lot: 42
Date work completed: 02-04-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$556.25
Disposal Fees	\$1,166.00
Total	\$1,722.25
10.00% Administrative Fee	\$172.23
Total Amount Due	\$1,894.48
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

**JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305**

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

December 06, 2018

ABC BEST BRAND HOUSES JERSEY CITY, LLC
26 WADE ST
JERSEY CITY, NJ 07305

**Re : WADE ST, 026
BLOCK : 26502 LOT : 42**

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

Jersey City Department of Public Works
Sanitation Division

110-1

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 12/5/18

Zone: South

Block: 26502

Lot: 42

Address: 26 WADE ST.

Picture #: _____

Origin of Complaint: See Other Management See Other
(Circle One)

Dispatch

Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Pallet Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Litter Construction Debris Weeds

Additional Comments:

SECOND OFFENSE / CONSTRUCTION DEBRIS
WAS IN FRONT OF BUILDING / NOW IN REAR - SECOND OFFENSE

G.L. [Signature]
Inspector Signature

3874
Badge #

New Search

Block: 26502
Lot: 42
Qual:

Prop Loc: 26 WADE ST
District: 0906 JERSEY CITY
Class: 2

Owner: ABC BEST BRAND HOUSES JERSEYCITYLLC
Street: 26 WADE ST
City State: JERSEY CITY, NJ 07305

Square Ft: 0
Year Built:
Style:

Prior Block: 1348
Prior Lot: A.42
Prior Qual:
Updated: 03/28/18
Zone:

Acct Num: 00210617
Mtg Acct:
Bank Code: 0
Tax Codes:
Map Page: 265

Additional Information
Add'l Lots:
Land Desc: 31.25X151 AV.
Bldg Desc: 2.55-FD-2UH-BG2
Class4Cd: 0
Acreage: 0.1083

EPL Code: 0 0 0
Statute:
Initial: 000000 Further: 000000
Desc:
Taxes: 5484.77 / 0.00

Sale Date: 10/18/17 Book: 9261 Page: 253 Price: 300000 NU#: 26

Sr1a Date Book Page Price NU# Ratio
10/18/17 9261 253 300000 29.67

Grantee

ABC BEST BRAND HOUSES JERSEYCITYLLC

Municipal Court of Jersey City
365 Summit Ave.
Jersey City, NJ 07306

AGENCY DPW

COURT I.D. 0906 PREFIX SF COMPLAINT NUMBER 359268
Municipal Court of Jersey City
365 Summit Ave.
Jersey City, NJ 07306

COURT I.D. 0906 PREFIX SF COMPLAINT NUMBER 359268
Municipal Court of Jersey City
365 Summit Ave.
Jersey City, NJ 07306

The State of New Jersey
VS
Defendant's Name: First Initial Last
Address City
State Zip Code Telephone
Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
Driver's License # State Exp. Date

The State of New Jersey
VS
Defendant's Name: First Initial Last
Address City
State Zip Code Telephone
Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
Driver's License # State Exp. Date

STATE OF NEW JERSEY
COUNTY OF HUDSON }SS:

STATE OF NEW JERSEY
COUNTY OF HUDSON }SS:

Complaining Witness: (Name)
Of (Identify Dept/Agency Represented) (Badge No.)

Complaining Witness: William Garland
Of DPW - SANITATION (Name) 5574
(Identify Dept/Agency Represented) (Badge No.)

Residing at

Residing at 13 Lincoln Ave

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the 12 9 2018 16:01
in JERSEY CITY 0906 County of HUDSON N.J.

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the 12 9 2018 16:01
in JERSEY CITY 0906 County of HUDSON N.J.

did commit the following offense:

did commit the following offense:

26 WADE ST
HUDSON - 3P
In violation of (one charge only) (Statute, Regulation or Ordinance Number)

Improper Storage
Construction RR P&R
287-3B
In violation of (one charge only) (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE Describe Location (other than traffic)

LOCATION OF OFFENSE Describe Location (other than traffic)

OATH: Subscribed and sworn to before me this day of yr

CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

OATH: Subscribed and sworn to before me this day of yr

CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

(Signature of Complaining Witness)

(Date)

(Signature of Person Administering Oath)

(Signature of Complaining Witness)

(Signature of Complaining Witness)

(Date)

(Signature of Person Administering Oath)

(Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS
COURT USE ONLY LAW ENFORCEMENT USE ONLY

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS
COURT USE ONLY LAW ENFORCEMENT USE ONLY

Probable cause is found for the issuance of this Complaint-Summons

Probable cause is found for the issuance of this Complaint-Summons

Yes No (Signature of Judicial Officer)

Yes No (Signature of Judicial Officer)

Yes No (Signature of Judge)

Yes No (Signature of Judge)

The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
BEFORE THIS COURT TO ANSWER THIS COMPLAINT. YOU ARE TO APPEAR ON THE DATE AND AT THE TIME STATED. A WARRANT MAY BE ISSUED FOR YOUR ARREST.

YOU ARE HEREBY SUMMONED TO APPEAR
BEFORE THIS COURT TO ANSWER THIS COMPLAINT. YOU ARE TO APPEAR ON THE DATE AND AT THE TIME STATED. A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR
COURT APPEARANCE REQUIRED
COURT DATE Month Day Year Time AM PM

NOTICE TO APPEAR
COURT APPEARANCE REQUIRED
COURT DATE Month Day Year Time AM PM

(Date Summons Issued)

(Signature of Person Issuing Summons)

(Date Summons Issued)

(Signature of Person Issuing Summons)

New Search

Block: 26502 Prop Loc: 26 WADE ST Owner: ABC BEST BRAND HOUSES JERSEYCITYLLC
 Lot: 42 District: 0906 JERSEY CITY Street: 26 WADE ST
 Qual: Class: 2 City State: JERSEY CITY, NJ 07305

Square Ft: 0
 Year Built:
 Style:

Prior Block: 1348 Acct Num: 00210617 Addl Lots:
 Prior Lot: A.42 Mtg Acct: Land Desc: 31.25X151 AV.
 Prior Qual: Bank Code: 0 Bldg Desc: 2.5S-FD-2UH-BG2
 Updated: 03/28/18 Tax Codes: Class4Cd: 0
 Zone: Map Page: 265 Acreage: 0.1083

EPL Code: 0 0 0
 Statute:
 Initial: 000000 Further: 000000
 Desc:
 Taxes: 5484.77 / 0.00

Sale Date: 10/18/17 Book: 9261 Page: 253 Price: 300000 NU#: 26

Sr1a	Date	Book	Page	Price	NU#	Ratio
More Info	10/18/17	9261	253	300000		29.67 A

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed
<u>2018</u>	ABC BEST BRAND HOUSES JERSEYCITYLLC 26 WADE ST JERSEY CITY, NJ 07305	104500	0	368600
<u>2017</u>	PARRILLA, EDWIN 26 WADE STREET JERSEY CITY, NJ 07305	9300	0	89000
<u>2016</u>	PARRILLA, EDWIN 26 WADE STREET JERSEY CITY, NJ 07305	9300	0	89000
<u>2015</u>	PARRILLA, EDWIN 26 WADE STREET JERSEY CITY, NJ 07305	9300	0	89000

*Click on Underlined Year for Tax List Page

*Click Here for More History

1st IN FRONT OF PROPERTY Aug. 24, 2018 2nd IN REAR of PROPERTY

Grantee

COURT I.D.	PREFIX	COMPLAINT NUMBER	Municipal Court of Jersey City 365 Summit Ave. Jersey City, NJ 07306
0906	SF		

AGENCY

The State of New Jersey
vs.

Defendant's Name: First Initial Last
 Address City
 State Zip Code Telephone
 Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions
 Driver's License # State Exp. Date

STATE OF NEW JERSEY
 COUNTY OF HUDSON }SS:

Complaining Witness: (Name)

of (Identify Dept/Agency Represented) (Badge No.)

Residing at

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the

in JERSEY CITY Month 0906 Day Year Time County of HUDSON N.J.

did commit the following offense:

In violation of (one charge only) (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE	Describe Location (other than traffic)
---------------------	--

OATH: Subscribed and sworn to before me this day of yr.

CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

(Signature of Complaining Witness)

(Date)

(Signature of Person Administering Oath)

(Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS
COURT USE ONLY **LAW ENFORCEMENT USE ONLY**

Probable cause is found for the issuance of this Complaint-Summons

Yes No (Signature of Judicial Officer)

Yes No (Signature of Judge)

The complaining witness is a law enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR
BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, AN ARREST MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR						
<input type="checkbox"/> COURT APPEARANCE REQUIRED	COURT DATE	Month	Day	Year	Time	AM PM

(Date Summons Issued)

(Signature of Person Issuing Summons)

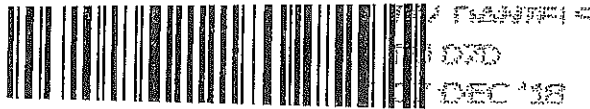
COMPLAINT-SUMMONS

SF-1 (7/14)



CITY OF JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13-15 LINDEN AVENUE EAST, 3RD FLOOR
JERSEY CITY, NJ 07305



7018 0680 0000 3959 2116

DEC 18 2010
7:10 AM
MAIL ROOM

ABC BEST BRAND HOUSES JERSEY CITY, LLC
26 WADE ST
JERSEY CITY, NJ 07305

81101

DELIVERY ATTEMPTED TO ADDRESSEE
UNABLE TO FORWARD

073054726

ANK

EC:

073054726
073054726

073054726

N-26 Wade St

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>ABC BEST BRAND HOUSES JERSEY CITY, LLC 26 WADE ST JERSEY CITY, NJ 07305</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>9590 9402 4252 8121 9783 97</p> <p>2. Article Number (Transfer from service label)</p> <p>7018 0680 0000 2580 7859</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PATRICK STAMATO
DIRECTOR OF PUBLIC WORKS
Jersey City Department of Public Works
13 Linden East
Jersey City, NJ 07305
P: 201-547-4404 F: 201-547-480

City of Jersey City

Claimant

v.

Whiton St, 297

Block: 20005 Lot: 4

CERTIFICATION OF

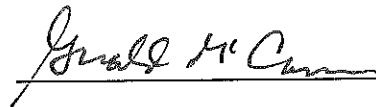
GERALD McCANN

GERALD McCANN hereby certifies and says:

1. I am a supervisor in the Department of Public Works of the City of Jersey City and a custodian of records prepared and maintained by the Department of Public Works related to the charges specify herein.
2. I make this certification in support of my application to the governing body to impose a lien on the property listed herein for the cost of removing brush, weeds, debris, etc. from the property in accordance with Jersey City Code Section 287-4.
3. On January 18, 2019, I caused the attached Notice and Order to be served upon the owner of the property by mail, at the address shown on the Tax Assessor's records, directing the owner to remove the brush, weeds, debris, etc. within ten (10) days of the Order. (Exhibit A)
4. At the expiration of the ten day period specified in the Notice, an inspection of the property conducted by my Department disclosed that the owner had failed to comply with this Notice and Order and accordingly I caused the brush, weeds, debris, etc. to be removed from the property under the authority of section 287-4.
5. An itemized bill for the cost of removal was sent to the owner but to date has not been paid. (Exhibit B)
6. I hereby certify that the cost specified in exhibit represent the true cost of removing the brush, weeds, debris, etc. from the property.

7. I request that the governing body examine the certificate of cost, and if found correct, cause the amount so charged to become a lien on the property listed herein and form part of the taxes next to be assessed and levied upon such property.
8. The foregoing statements are true to the best of my knowledge, information and belief. I am aware that if any statement made by me is willfully false, I will be subject to punishment.

Dated: 5/20/2019

A handwritten signature in cursive script, appearing to read "Gerald McCann", is written over a horizontal line.

GERALD McCANN
Supervisor
Department of Public Works
City of Jersey City

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

INVOICE

Mar 20, 2019

326 PACIFIC AVE., LLC
297 WHITON ST
JERSEY CITY, NJ 07304

Re: WHITON ST, 297, Jersey City, NJ

Block: 20005 Lot: 4

Date work completed: 03-19-2019

Dear Sir/Madam:

It was determined by the CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS, as agents of the City of Jersey City ("City") that the above referenced property was in violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all property owners to maintain their property free of environmental hazards such as the accumulation of solid waste, hazardous waste, weeds, noxious plants and abandoned vehicles. A **Notice of Violation** ordering you to clean and abate said violation(s) within ten (10) days was issued and not adhered to.

As a result of your failure to comply, this invoice resulted from the JCDPW cleaning and abating the property on your behalf. Therefore, we are seeking reimbursement for the work performed. The costs are as follows:

Equipment and Manpower	\$125.00
Disposal Fees	\$66.00
Total	\$191.00
10.00% Administrative Fee	\$19.10
Total Amount Due	\$210.10
Make Payment by check or money order payable to the JCDPW and forward to: Jersey City Department of Public Works DIVISION OF SANITATION 13 LINDEN AVENUE EAST JERSEY CITY, NJ 07305	

Failure to pay the amount noted above within thirty (30) days will result in the JCDPW, as agents for the City to initiate the lien process to recover all cleanup costs as well as any fines imposed.

If you have any questions regarding this invoice, please contact the Sanitation Division.

Jersey City Department of Public Works
Sanitation Division

Bill

JERSEY CITY DEPARTMENT OF PUBLIC WORKS
DIVISION OF SANITATION
13 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305

TELEPHONE: 201-547-4702 x 2661

FAX: 201-432-9530

NOTICE OF VIOLATION

January 18, 2019
326 PACIFIC AVE., LLC
297 WHITON ST
JERSEY CITY, NJ 07304

Ref
2-5-19
Frank

Re : WHITON ST, 297
BLOCK : 20005 LOT : 4

Dear Sir/Madam:

Please be advised it has been determined that the premises noted above constitutes a violation of Chapter 287 of the Jersey City Municipal Code. Chapter 287 requires all owners to maintain their property free of environmental hazards such as accumulation of solid waste, hazardous waste, abandoned vehicles, weeds and noxious plants.

You are hereby ordered to clean and abate this violation within ten (10) days of receipt of this letter. Upon abatement please send a letter of completion with a photo via certified mail to the Jersey City Department of Public Works ("JCDPW") or via email cpisano@jcnj.org

Should you fail to comply with this notice, the JCDPW will clean the premises and you will be billed for all costs. If you fail to pay the bill, the JCDPW, as agents for the City of Jersey City will immediately institute the lien process in order to recover all reasonable costs as well as any fines imposed against you.

2-6-19
Not
Good
(JR)
Pics Attached

Jersey City Department of Public Works
Sanitation Division

NOV

Department Of Public Works
Division of Sanitation
13 Linden Ave. East
Jersey City, New Jersey 07305

Inspector Violations Form

Date: 1-18-19

Zone: EAST

Block: _____

Lot: _____

Address: 297 Whitton ST

Picture #: 1124-29

Origin of Complaint: Self-initiated Management See Click Fix
(Circle One)

Dispatch Citizen

Description of Property: Abandoned Home Vacant Land Occupied Building
(Circle One)

Where on Property: Front Rear Side

Suggested Equipment Needed: Packer Hand-Gang Bobcat Pay-loader

Please circle ALL violations that exist: Trash Over Construction Debris Woods

Additional Comments: Refrigerator / A/C's / Various Equipment
Dumped

[Signature] 5926
Inspector Signature Badge #

COURT I.D. 0906 PREFIX SF COMPLAINT NUMBER 357802
 Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306

COURT I.D. 0906 PREFIX SF COMPLAINT NUMBER 357801
 Municipal Court of Jersey City
 365 Summit Ave.
 Jersey City, NJ 07306

AGENCY DPW

The State of New Jersey

Defendant's Name: First Initial Last
 326 PACIFIC AVE LLC 10703 15th Ave 305 Brooklyn

Address
 10703 15th Ave 305 Brooklyn

State Zip Code Telephone
 NY 11219

Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions

Driver's License # State Exp. Date

The State of New Jersey

Defendant's Name: First Initial Last
 326 PACIFIC AVE LLC 10703 15th Ave 305 Brooklyn

Address
 10703 15th Ave 305 Brooklyn

State Zip Code Telephone
 NY 11219

Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions

Driver's License # State Exp. Date

STATE OF NEW JERSEY HUDSON]SS:
 Complainant: INSPI Thomas Ranalli
 Of SANITATION / DPW (Name) 5925
 (Identify Dept/Agency Represented) (Badge No.)
 Residing at 13 Linden Ave 287

STATE OF NEW JERSEY HUDSON]SS:
 Complainant: INSPI Thomas Ranalli
 Of SANITATION / DPW (Name) 5925
 (Identify Dept/Agency Represented) (Badge No.)
 Residing at 13 Linden Ave 287

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the 1 16 19 0754
 in JERSEY CITY 0906 County of HUDSON N.J.

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the 1 16 19 0754
 in JERSEY CITY 0906 County of HUDSON N.J.

did commit the following offense:
 IMPAIRED STORAGE
 in violation of (one charge only) 287-313
 (Statute, Regulation or Ordinance Number)

did commit the following offense:
 FAILURE TO MAINTAIN PROPERTY
 in violation of (one charge only) 287-313
 (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE 297 Describe Location (other than traffic) 10703 15th Ave 305

OATH: Subscribed and sworn to before me this ___ day of ___ yr

CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

LOCATION OF OFFENSE 297 Describe Location (other than traffic) 10703 15th Ave 305

OATH: Subscribed and sworn to before me this ___ day of ___ yr

CERTIFICATION: I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

(Signature of Complainant Witness) 1-18-19
 (Signature of Person Administering Oath) E-E-1124-29/01
 (Signature of Complainant Witness)

(Signature of Complainant Witness) 1-18-19
 (Signature of Person Administering Oath) E-E-1124-29 (53)
 (Signature of Complainant Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY PROBABLE CAUSE IS FOUND FOR THE ISSUANCE OF THIS COMPLAINT-SUMMONS

LAW ENFORCEMENT USE ONLY The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS

COURT USE ONLY PROBABLE CAUSE IS FOUND FOR THE ISSUANCE OF THIS COMPLAINT-SUMMONS

LAW ENFORCEMENT USE ONLY The complaining witness is a law enforcement or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint - Summons.

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR
 COURT APPEARANCE REQUIRED COURT DATE 3 6 19 7:00 AM PM

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR
 COURT APPEARANCE REQUIRED COURT DATE 3 7 19 9:00 AM PM

(Date Summons Issued) 1-18-19 (Signature of Person Issuing Summons)
 COMPLAINT-SUMMONS SF-1 (7/14)

(Date Summons Issued) 1-18-19 (Signature of Person Issuing Summons)
 COMPLAINT-SUMMONS SF-1 (7/14)



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

326 PACIFIC AVE., LLC
297 WHITON ST
JERSEY CITY, NJ 07304



9590 9402 4252 8121 9781 51

2. Article Number (Transfer from service label)

7018 0680 0000 2580 7873

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 *B Whiton* Domestic Return Receipt



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

326 PACIFIC AVE., LLC
297 WHITON ST
JERSEY CITY, NJ 07304



9590 9402 4252 8121 9785 40

2. Article Number (Transfer from service label)

7018 0680 0002 1208 4087

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

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

City Clerk File No. Res. 19-489

Agenda No. 10.6

Approved:

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CONSTELLATION NEW ENERGY, INC FOR ELECTRIC GENERATION SERVICES.

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Constellation New Energy, LLC ("Constellation") has provided electricity for City use; and

WHEREAS, outstanding invoices have been submitted to the City that total \$522,551.21 for electricity provided from 2013 to 2018 (Attachment A); and

WHEREAS, Constellation has requested that the City immediately pay the sum of \$522,551.21 for the services provided; and

WHEREAS, John Mercer, Assistant Business Administrator for the City of Jersey City has reviewed Constellation's request for payment and has certified that Constellation rendered the services requested by the City from 2013 through 2018 and has certified that Constellation's bill for providing such services is fair and reasonable (Attachment B); and

WHEREAS, Constellation performed the services in good faith and is entitled to receive payment for the services provided; and

WHEREAS, the sum of \$522,551.21 from Account No. 01-204-55-00-024 shall be made available for the purpose of paying the outstanding claims submitted by Constellation.

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

- 1) The City is hereby authorized to Constellation New Energy, Inc. the sum of \$522,551.21 to pay the outstanding claims for providing electricity to the City from 2013 to 2018; and

TITLE:

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CONSTELLATION NEW ENERGY, INC FOR ELECTRIC GENERATION SERVICES.

- 2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by Constellation certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and
- 3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Requ

WITHDRAWN

RECORD OF COUNCIL VOTE ON F

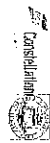
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

ATTACHMENT A



\$522,551.21 = Open Balances
 \$0.00 = Cleared Balances
 \$522,551.21 = Total Open Balances

= Indicates Transition Between Accounts

ACCOUNT ID	ACCOUNT NAME	DATE	AMOUNT	TYPE	DESCRIPTION	DATE	AMOUNT	TYPE	DESCRIPTION	DATE	AMOUNT	TYPE	DESCRIPTION
PE000011820497314996	JOHNSTON AVE & PINE ST	09/28/17	\$57.34	CHE Billed	004679992-0002	06/01/17	06/29/17	10/9/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	07/18/17	\$1,339.23	CHE Billed	0040247854-0005	05/02/17	05/31/17	07/19/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	06/28/17	\$112.71	CHE Billed	0039787469-0005	05/15/17	05/01/17	06/22/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	06/01/17	\$359.00	CHE Billed	0039261284-0009	03/04/17	03/30/17	05/22/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	05/01/17	\$329.24	CHE Billed	0039261284-0009	02/02/17	03/09/17	05/22/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	05/01/17	\$358.20	CHE Billed	0038144989-0008	01/04/17	02/01/17	03/21/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	02/28/17	\$156.80	CHE Billed	0038144989-0008	12/02/16	12/02/16	02/28/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	02/28/17	\$359.25	CHE Billed	00312979-0009	11/01/16	12/01/16	02/28/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	02/28/17	\$179.98	CHE Billed	00312979-0009	11/01/16	12/01/16	02/28/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	01/28/16	\$358.08	CHE Billed	0039531610-0008	08/07/16	09/30/16	10/25/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	10/04/16	\$317.00	CHE Billed	0039531610-0008	08/07/16	09/30/16	10/25/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	08/29/16	\$316.57	CHE Billed	0034738854-0018	07/02/16	08/07/16	09/19/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	08/29/16	\$101.68	CHE Billed	0034738854-0016	05/09/16	06/02/16	09/19/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	08/29/16	\$112.24	CHE Billed	0034738854-0016	05/09/16	06/02/16	09/19/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	05/10/16	\$321.01	CHE Billed	0033501790-0001	04/09/16	05/09/16	05/24/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	04/07/16	\$351.05	CHE Billed	0031817456-0001	03/09/16	04/09/16	04/28/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	03/08/16	\$358.27	CHE Billed	0031219198-0001	02/09/16	03/09/16	03/29/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	02/19/16	\$166.10	CHE Billed	0030564894-0001	01/05/16	02/02/16	03/02/16					
PE000011820497314996	JOHNSTON AVE & PINE ST	02/19/16	\$359.42	CHE Billed	0029994417-0001	12/9/2015	1/4/2016	1/31/2016					
PE000011820497314996	JOHNSTON AVE & PINE ST	01/19/16	\$359.42	CHE Billed	0029994417-0001	12/9/2015	1/4/2016	1/31/2016					
PE000011820497314996	JOHNSTON AVE & PINE ST	12/29/15	\$358.98	CHE Billed	0029354702-0001	10/31/2015	12/2/2015	12/29/2015					
PE000011820497314996	JOHNSTON AVE & PINE ST	11/29/15	\$358.98	CHE Billed	0029354702-0001	10/31/2015	12/2/2015	12/29/2015					
PE000011820497314996	JOHNSTON AVE & PINE ST	11/09/15	\$348.32	CHE Billed	0028728906-0001	10/7/2015	10/20/2015	11/29/2015					
PE000011820497314996	JOHNSTON AVE & PINE ST	09/28/17	\$323.99	CHE Billed	004679992-0190	05/27/17	06/27/17	10/19/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	07/18/17	\$500.74	CHE Billed	0029354702-0001	10/31/2015	12/2/2015	12/29/2015					
PE000011820497314996	JOHNSTON AVE & PINE ST	06/03/17	\$44.44	CHE Billed	0039787469-0122	04/29/17	05/26/17	06/22/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	05/16/17	\$99.40	CHE Billed	0039261284-0009	03/09/17	04/27/17	06/06/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	05/16/17	\$59.40	CHE Billed	0039261284-0009	02/09/17	03/09/17	06/06/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	02/28/17	\$62.46	CHE Billed	003150547-0052	01/04/17	02/01/17	03/21/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	02/28/17	\$72.58	CHE Billed	003150547-0051	11/09/16	11/09/16	02/28/17					
PE000011820497314996	JOHNSTON AVE & PINE ST	01/04/17	\$55.30	CHE Billed	003150547-0051	11/09/16	11/09/16	02/28/17					

\$372,551.21	= Open Balances
\$0.00	= Cleared Balances
\$372,551.21	= Total Open Balances

= Indicates Transition Between Accounts

ACCOUNT NUMBER	DESCRIPTION	DATE	AMOUNT	CHANGE/CLEAR	DATE	AMOUNT	DATE	DATE	DATE	DATE
PE0000196867258575	MAIN BLDG DEPT CITY OF 030		10/28/15	\$23.85	CHE Billed	0028571061-0001	08/27/15	09/28/15	11/19/15	
Total Open Balances:			\$372,551.21							

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 PAYMENT OF A CLAIM SUBMITTED BY CONSTELLATION NEW ENERGY, INC FOR ELECTRIC GENERATION SERVICES.

Project Manager

Department/Division	Administration	Administration
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmercerc@jcni.org

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

Contract Purpose

Between 2013 – 2018, a number of invoices for electricity supply from Constellation New Energy were sent to incorrect addresses within the Hudson-Essex Energy Co-op. These invoices total \$522,551.21 and this claims resolution will pay those past due amounts.

Cost (Identify all sources and amounts)

01-204-55-00-024 - \$522,551.21

Contract term (include all proposed renewals)


One time payment

Type of award

If "Other Exception", enter type

Additional Information

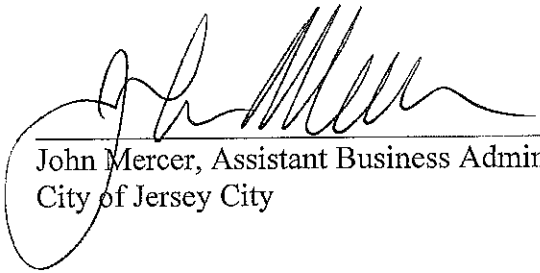
I certify that all the facts presented herein are accurate.


Signature of Department Director

c/4/19
Date

ATTACHMENT B

I, John Mercer, Assistant Business Administrator for the City of Jersey City, certify that the bills submitted by Constellation New Energy, Inc. are for services rendered and delivered to the City of Jersey City regarding electric generation services. I further certify that the bills received by the City from Constellation New Energy, Inc. for the provision of the services are fair and reasonable.



John Mercer, Assistant Business Administrator
City of Jersey City

Date: 6/4/19

ATTACHMENT C

RELEASE AND AFFIDAVIT

This Release, dated _____, 2019, is given by the Releasor, **Constellation New Energy, LLC**, referred to as "I," to the City of Jersey City, and its agents and employees, referred to as "You."

1. **Release**

I release and give up any and all claims, direct and indirect, and rights for any injury and/or damages which I may have against the City of Jersey City, and its agents and employees arising out of the provision of services or materials by me to the City of Jersey City in connection with the itemized services described in Attachment A.

2. **Payment**

As consideration for the Release, I will be paid _____ from You. I agree that I will not seek anything further including any other payment from You in relation to the services provided as itemized in Attachment A.

3. **Who is Bound**

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

4. **Signatures**

I understand and agree to the terms of this Release.

Name:

Date

Witnesses or Attested By:

Name:

Date

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

City Clerk File No. Res. 19-490

Agenda No. 10.7

Approved: JUN 12 2019

TITLE:



**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT
CHARLES A. BOYD V. CITY OF JERSEY CITY, ET AL.**

COUNCIL offered and moved adoption of the following Resolution:

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

WHEREAS, Charles A. Boyd ("Plaintiff") filed a lawsuit against the City of Jersey City, City of Jersey City Police Department, Jersey City Police Officers M. Sarimento, Janixa Domenech, Sgt. J.S. Olszweski, T.F. Broderick, Sgt. Brian R. Davis, P.O. Gary A. Moffit and J.T Doyle in the United States District Court for the District of New Jersey under Civil Action No. 2:15-cv-0026; and

WHEREAS, the Complaint contains allegations of false arrest, malicious prosecution, and excessive force and unreasonable search and seizure; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$27,500.00 because of the litigation risk involved; and

WHEREAS, Plaintiff has agreed to this settlement and has signed a release and stipulation of dismissal; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$27,500.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$27,500.00 payable to "George Rios Esq., in trust for Charles A. Boyd."

CR
5/31/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT CHARLES A. BOYD V. CITY OF JERSEY CITY, ET AL.

Initiator

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	(201) 547-4667	pbaker@jcnj.org

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

Resolution Purpose

This civil matter arises out of Plaintiff's allegations that the City of Jersey City, City of Jersey City Police Department, Jersey City Police Officers M. Sarimento, Janixa Domenech, Sgt. J. S. Olszweski, T.F. Broderick, Sgt. Brian R. Davis, P.O. Gary A. Moffit and J.T. Doyle violated plaintiff's civil rights under the Fourth Amendment to be free of unreasonable searches and seizures. The Corporation Counsel respectfully submits that the City Council approve a settlement for a total payment of \$27,500 to the Plaintiff.

I certify that all the facts presented herein are accurate.

Signature of Department Director

_____, 2019
Date

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

City Clerk File No. Res. 19-491
 Agenda No. 10.8
 Approved: JUN 12 2019
 TITLE:



RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT HECTOR IVAN MEJIAS V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following Resolution:

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

WHEREAS, Hector Ivan Mejias ("plaintiff") filed a lawsuit against the City of Jersey City, City of Jersey City Police Department, Police Officers St. Wilson, Police Officer S. Pescatore, detective Chris Heger, Detective Mark D' Ambrosio and Sgt. T Ackerly in the Essex County Superior Court under docket no. ESX-L-4060-15; and

WHEREAS, the Complaint contains allegations of false arrest, malicious prosecution, and excessive force; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$175,000.00 because of the litigation risk involved; and

WHEREAS, plaintiff has agreed to this settlement and has signed a release and stipulation of dismissal; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$175,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$175,000.00 payable to "Mario Blanch Esq., in trust for Hector Ivan Mejias."

CR
5/30/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT HECTOR IVAN MEJIAS V. CITY OF JERSEY CITY, ET AL.

Initiator

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	(201) 547-4667	pbaker@icnj.org

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

Resolution Purpose

This civil matter arises out of plaintiff's allegations that the City of Jersey City, City of Jersey City Police Department, Police Officer St. Wilson, Police Officer S. Pescatore, Detective Chris Heger, Detective Mark D' Ambrosio and Sgt. T. Ackerly violated plaintiff's civil rights including malicious prosecution, false arrest and excessive force. The Corporation Council respectfully submits that the City Council approve a settlement for a total payment of \$175,000 to the plaintiff.

I certify that all the facts presented herein are accurate.



Signature of Department Director

June 4, 2019
Date

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

City Clerk File No. Resc 19-492

Agenda No. 10.9

Approved: JUN 12 2019



TITLE:

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT MAGDIEL ORTIZ-MARTINEZ V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Magdiel Ortiz-Martinez, ("Plaintiff") filed a lawsuit in the Hudson County Superior Court bearing Docket No.: HUD-L-1902-17 after his vehicle was struck by a fire truck driven by Defendant Yaisa Gomez on June 27, 2015; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$25,000.00 because of the litigation risk involved; and

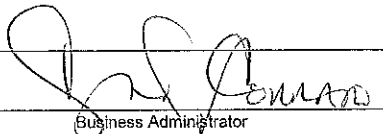
WHEREAS, the plaintiff agreed to this settlement and have signed all required releases and dismissed the lawsuit with prejudice; and

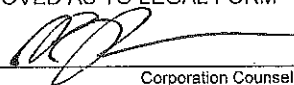
WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission account.

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$25,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$25,000.00 payable to plaintiff.

5/16/19
IGW/cw

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

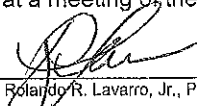
APPROVED 8-0

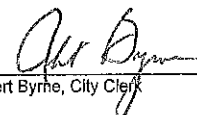
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.			

✓ 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 SETTLEMENT OF THE LAWSUIT MAGDIEL ORTIZ-MARTINEZ V. CITY OF JERSEY CITY, ET AL.

Initiator

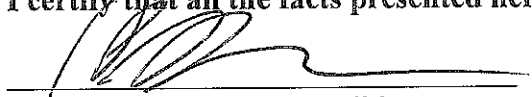
Department/Division	Law Department	
Name/Title	Peter J. Baker, Corporation Counsel	
Phone/email	(201) 547-4667	

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

Resolution Purpose

On June 27, 2015, Plaintiff Magdiel Ortiz-Martinez was driving his vehicle which was stopped at the red light on Summit Avenue at the intersection of Hopkins Avenue when a fire truck driven by Defendant Yaisa L. Gomez attempted to make a left turn off of Hopkins Avenue and onto Summit Avenue when the fire truck struck Mr. Martinez's vehicle. At the time of the accident, the fire truck was heading back to the fire house. Plaintiff injured his neck and back. Plaintiff filed suit against Yaisa Gomez and the City of Jersey City. The Corporation Counsel requests authorization to settle this lawsuit in the amount of \$25,000.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/4/19
Date

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

City Clerk File No. Res. 19-493

Agenda No. 10.10

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE SETTLEMENT OF DAVIS VS. CITY OF JERSEY CITY, DOCKET NO.: CSV-14459-2018N

COUNCIL offered and moved adoption of the following Resolution:

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

WHEREAS, Chanel Davis ("Davis") having filed a claim against the City of Jersey City; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$31,200.00 because of the litigation risk involved; and

WHEREAS, Davis has agreed to this settlement and has signed the required general release and settlement agreement; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

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

1. The Corporation Counsel be authorized to settle this claim for \$31,200.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$31,200.00 payable to Davis and her attorneys.

SWC/SK
05/16/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 SETTLEMENT OF CHANEL DAVIS V. CITY OF JERSEY CITY, DOCKET NO.: CSV-14459-2018N

Initiator

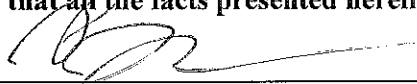
Department/Division	Law Department	Law Department
Name/Title	Scott W. Carbone	Supervisory Assistant Corporation Counsel
Phone/email	(201) 547-5184	SCarbone@jcnj.org

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

Resolution Purpose

To settle the above-referenced claim for \$31,200.00.

I certify that all the facts presented herein are accurate



Signature of Department Director

5/22/19

Date

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

City Clerk File No. Res. 19-494
 Agenda No. 10.11
 Approved: JUN 12 2019
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 551 BRAMHALL AVE, JERSEY CITY, NJ, A/K/A BLOCK 19601, LOT 00006 F/K/A BLOCK 1961, LOT 0

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 13, 2011, Charnette D. Thompson ("Borrowers") executed a Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan in the amount of \$24,700.00 made under the HORP/SHRP Program; and

WHEREAS the Mortgage was recorded in Book 17661 at Page 815 of the Register of Deeds for Hudson County on February 23, 2011; and

WHEREAS, the mortgage affects property known as 551 Bramhall Avenue, Jersey City, a/k/a block 19601, lot 00006 f/k/a block 1961, lot 0; and

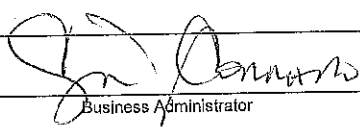
WHEREAS, the HORP/SHRP mortgage placed against 551 Bramhall Avenue, Jersey City, a/k/a block 19601, lot 00006 f/k/a block 1961, lot 0; has been satisfied by receipt of payoff in the amount of \$2,470.00, received on April 17, 2019; and

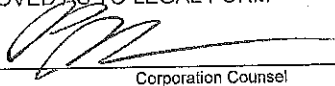
WHEREAS, the Jersey City Division of Community Development has reviewed this matter and is requesting that the mortgage be discharged because the mortgage placed against the property has been satisfied, and

WHEREAS, 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 \$24,700.00 affecting 551 Bramhall Avenue, Jersey City, a/k/a block 19601, lot 00006 f/k/a block 1961, lot 0.

AF/mma
5/30/2019

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

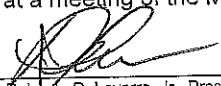
Certification Required
 Not Required **APPROVED 8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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: 551 Bramhall Avenue, Jersey City, NJ 07305

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan <i>BL</i>	HIP Program Monitor
Phone/Email:	201-547-4728	BLenahan@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 Mortgage affecting real property located at:

Property Address: 551 Bramhall Avenue, Jersey City, NJ 07305

Old Block: 1961 Lot: 0, New Block: 19601 Lot: 00006

HORP/SHRP Mortgage Amount: \$24,700.00

Execution Date of HORP Mortgage: January 13, 2011


Recording Date of HORP Mortgage: February 23, 2011 Book: 17661 Page: 815

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: _____
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \$2,470.00 4/17/2019
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.



Signature of Division Director

5/17/19

Date



Signature of Department Director

5.22.19

Date

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

City Clerk File No. Res. 19-495

Agenda No. 10.12

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE 95 JEFFERSON AVENUE, JERSEY CITY, NJ, A/K/A BLOCK 05706, LOT 00016. F/K/A BLOCK 701, LOT 33.A

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on May 19, 1999, Saul Trabal ("Borrowers") executed a Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan in the amount of \$6,000.00 made under the HARP/SHRP Program; and

WHEREAS the Mortgage was recorded in Book 7165 at Page 188 of the Register of Deeds for Hudson County on September 9, 1999; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property, does not sell the property, and that the property remain affordable to low and moderate income households; and

WHEREAS, the mortgage affects property known as 95 Jefferson Avenue, Jersey City, a/k/a block 05706, lot 00016 f/k/a block 701, lot 33.A; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and is requesting that the mortgage be discharged because five (5) years have passed since the loan was made and the Borrowers have met all of the mortgage's requirements, and

WHEREAS, 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 \$6,000.00 affecting 95 Jefferson Avenue, Jersey City, a/k/a block 05706, lot 00016 f/k/a block 701, lot 33.A

AF/mma
5/31/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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: 95 Jefferson Avenue, Jersey City, NJ 07306

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan <i>BL</i>	HIP Program Monitor
Phone/Email:	201-547-4728	BLenahan@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 Mortgage affecting real property located at:

Property Address: 95 Jefferson Avenue, Jersey City, NJ 07306

Old Block: 701 Lot: 33.A, New Block: 05706 Lot: 00016

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP Mortgage: May 19, 1999

Recording Date of HORP Mortgage: September 9, 1999 Book: 7165 Page: 188

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: May 19, 2004
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.



Signature of Division Director

5/24/19

Date



Signature of Department Director

5.30.19

Date

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

City Clerk File No. Res. 19-496

Agenda No. 10.13

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 528 MARTIN LUTHER KING DRIVE, A/K/A BLOCK 18601, LOT 9 F/K/A BLOCK 1952, LOT 0002.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on February 13, 2003, Johnnie Mae McCrae ("Borrower") executed a Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan to him in the amount of \$15,000.00 made under the Golden Neighborhoods Homeownership Program ("GNHP"); and

WHEREAS the Mortgage was recorded in Book 9883 at Page 261 of the Register of Deeds for Hudson County on May 15, 2003; and

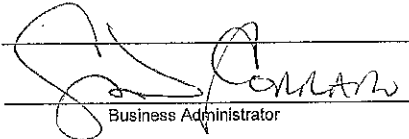
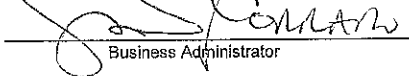
WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and


WHEREAS, the mortgage affects property known as 528 Martin Luther King Drive, Jersey City, a/k/a as Block 18601, Lot 9, and f/k/a Block 1952, Lot 0002;

WHEREAS, ten (10) 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 528 Martin Luther King Drive, Jersey City, a/k/a as Block 18601, Lot 9, and f/k/a Block 1952, Lot 0002.

HB/mma
06/04/19

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

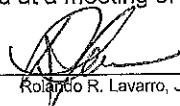
APPROVED 8-0

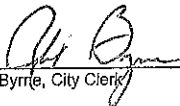
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ 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 528 M.L. King Drive, A.K.A. Block 18601, Lot 9 and F.K.A. Block 1952, Lot 2

Initiator

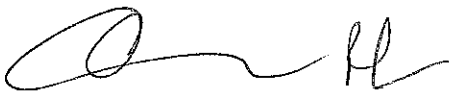
Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jenj.org

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

Resolution Purpose

Discharge of City's mortgage because the GNHP restrictive period has expired.

I certify that all the facts presented herein are accurate.

 6/4/19
Signature of Division Director Date

 6-4-19
Signature of Department Director Date

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

City Clerk File No. Res. 19-497

Agenda No. 10.14

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 1209 SUMMIT AVENUE, UNIT #406, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on, May 26, 2017 Kimberly Shepard ("Borrower") executed a Mortgage and Note in favor of the City of Jersey City (the "City") to secure the City's loan in the amount of \$32,143.72; and

WHEREAS, the Mortgage was recorded on June 21, 2017 in Book 18974 at Page 522 of the Register of Deeds for Hudson County; and

WHEREAS, the Mortgage affects property known as 1209 Summit Avenue, Unit #406 a/k/a Block 897, Lot 10, f/k/a Block 1309, Lot 9; and

WHEREAS, the Mortgage provided that "[u]pon performance of the promises contained in the Note and Mortgage, the Municipality will prepare and deliver to the then current owner a Discharge of the Mortgage or other document evidencing release from further obligation"; and

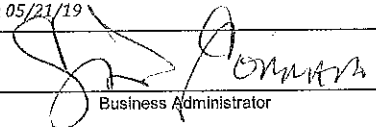
WHEREAS, the Note provided that the Borrower must "occupy the home as a primary residence for one year from the date of closing title"; and

WHEREAS, the Jersey City Division of Community Development (the "Division") has received an affidavit from the Borrower stating that she has occupied the home as his primary residence for one year from the date of closing title, attached hereto as **Exhibit A**; and

WHEREAS, the Division is requesting that the City's mortgage be released because the Borrower has performed the promises contained in the Note and Mortgage; and

WHEREAS, 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 \$32,143.72 affecting property known as 1209 Summit Avenue, Unit #406, a/k/a Block 897, Lot 10, f/k/a Block 1309, Lot 9.

APPROVED: ^{AFF/ma 05/21/19}

 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

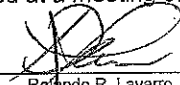
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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

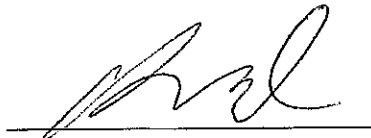
EXHIBIT A

AFFIDAVIT

I, Kimberly Shepard, do hereby affirm:

1. I am currently the owner of property located and 1209 Summit Avenue, Unit 406, Jersey City, NJ 07301. The property is listed in the City's tax records as Block 501, Lot 2, C0406.
2. I attest that I occupied Unit 406 located at 1209 Summit Avenue within sixty (60) days from the date of closing title.
3. I attest that I continuously occupied Unit 406 located at 1209 Summit Avenue in Jersey City as my primary residence for one year from the date of closing title.
4. I hereby affirm the above information is accurate. If any of the information herein is willfully false, I am subject to punishment.

Date:



Kimberly Shepard

State of New Jersey

County of Hudson

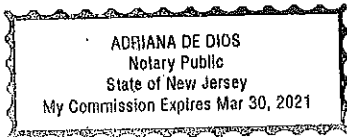
Subscribed and sworn

to before me on this

12 day of April, 2019



Notary Public of the State of New Jersey



RESOLUTION FACT SHEET –

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 1209 SUMMIT AVENUE, UNIT #406, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

Initiator

Department/Division	Housing, Economic Development, and Commerce (HEDC)	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	(201) 547-4793	hairstonr@jcnj.org

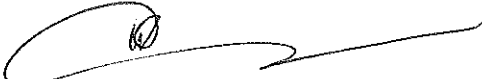
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution authorizes the Business Administrator to sign a discharge of mortgage for the City's mortgage affecting 1209 Summit Avenue, Unit 406.

In May 2017, the City and the Borrower entered into a mortgage with the requirement that the Borrower would occupy the Unit as her primary residence for one year thereafter. The City has received evidence that the Borrower has fulfilled this requirement. Therefore, the City is obligated to discharge its mortgage.

I certify that all the facts presented herein are accurate.



Division Director Signature

5/21/19
Date



Department Director Signature

5.22.19
Date

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

City Clerk File No. Res. 19-498

Agenda No. 10.15

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 211 TERRACE AVE, JERSEY CITY, NJ 07305, A/K/A BLOCK 1201, LOT 42 F/K/A BLOCK 918, LOT 37.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on February 26, 2004, Carol McCabe ("Borrowers") executed a Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan in the amount of \$21,750.77 made under the Golden Neighborhoods Homeownership Program; and

WHEREAS the Mortgage was recorded in Book 11137 at Page 49 of the Register of Deeds for Hudson County on March 2, 2004; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property, does not sell the property, and that the property remain affordable to low and moderate income households; and

WHEREAS, the mortgage affects property known as 211 Terrace Avenue, Jersey City, a/k/a block 1201, lot 42 f/k/a block 318, lot 37; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and is requesting that the mortgage be discharged because ten (10) years have passed since the loan was made and the Borrowers have met all of the mortgage's requirements, and

WHEREAS, 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 \$21,750.77 affecting 211 Terrace Avenue, Jersey City, a/k/a block 1201, lot 42 f/k/a block 918, lot 37

AF/mma
5/30/2019

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 211 Terrace Avenue, A.K.A. Block 1201, Lot 42 and F.K.A. Block 918, Lot 37

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@cnj.org

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

Resolution Purpose

Discharge of City's mortgage because the GNHP restrictive period has expired.

I certify that all the facts presented herein are accurate.



Signature of Division Director

3/17/19
Date



Signature of Department Director

5.20.19
Date

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

City Clerk File No. Res. 19-499

Agenda No. 10.16

Approved: JUN 12 2019

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNSEL OF THE CITY OF JERSEY CITY
AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL MORTGAGE
DISCHARGE REGARDING THE PROPERTY LOCATED AT 100 EGE AVENUE, JERSEY CITY,
A/K/A BLOCK 21101, LOT 59**

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, the Garden State Episcopal Community Development Corporation (GSEDC) is a nonprofit, 501(c) 3 corporation organized for the purpose of developing housing for occupancy by families or persons of low or moderate income; and

WHEREAS, GSEDC signed a HOME Sub-grantee Agreement dated March 23, 2016, and a Mortgage Modification Agreement, dated February 27, 2018, in the amount of \$575,635.00 that mandated the rehabilitation of three homeownership two-family homes with three rental units, which would remain affordable to families of low and moderate income for a minimum period of fifteen (15) Years; and

WHEREAS, GSEDC executed a blanket mortgage and a Mortgage Modification Agreement with the City totaling \$575,635.00 securing GSEDC's obligation to construct and maintain the units with affordability restrictions; and

WHEREAS, the blanket mortgage dated November 24, 2014 was recorded in the Hudson County Register's Office at Book 18823, Page 375 on October 6, 2016 and the Mortgage Modification Agreement, dated February 27, 2018, was recorded in the Hudson County Register's Office at Book 719, Page 718 on March 23, 2018 (collectively the "Blanket Mortgage"); and

WHEREAS, pursuant to the Mortgage Modification Agreement, "the loan amount stated in the first mortgage dated March 23, 2016 executed by Borrower, recorded in Mortgage Book 18823 at page 375 is \$575,635.00 shall be partially discharged as the units at 100 Ege Avenue (Block 21101, Lot 59)..."; and

WHEREAS, the City at the request of GSEDC has agreed to release 100 Ege Avenue (Block 21101, Lot 59) from the Blanket Mortgage, provided that each individual property owner executes at closing an Affordable Housing Agreement and/or deed restrictions and self-amortizing Mortgage and Note in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units.

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

- 1) The Mayor or Business Administrator is hereby authorized to execute a Partial Mortgage Discharge for the Garden State Episcopal Community Development Corporation of the City's Blanket Mortgage dated March 23, 2016 in the amount of \$575,635.00; and
- 2) The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution; and

City Clerk File No. Res. 19-499

Agenda No. 10.16

TITLE: **JUN 12 2019**

**RESOLUTION OF THE MUNICIPAL COUNSEL OF THE CITY OF JERSEY CITY
AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL MORTGAGE
DISCHARGE REGARDING THE PROPERTY LOCATED AT 100 EGE AVENUE, JERSEY CITY,
A/K/A BLOCK 21101, LOT 59**

3) All documents shall be subject to approval by the Corporation Counsel.

AF/mma
06/03/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	EAH	
BOGGIANO	✓			ROBINSON	✓			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 Partial Release of Blanket Mortgage for Neighborhood Recovery Phase III – 100 Ege Avenue AKA Block 21102 Lot 59

Initiator

Department/Division	HEDC	Community Development
Name/Title	Alycia Cohen	Program Manager
Phone/email	201-547-4583	ACohen@jcnj.org

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

Resolution Purpose

Partial release of blanket mortgage for NRP Phase III – 100 Ege Avenue Block 21102 Lot 59, property is being sold and scheduled to close June 7th, 2019.

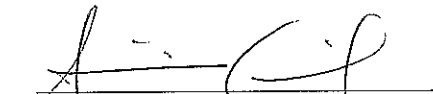
I certify that all the facts presented herein are accurate.



Signature of Division Director

(4)

6/4/19
Date



Signature of Department Director

6.4.19
Date

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

City Clerk File No. Res. 19-500

Agenda No. 10.17

Approved: JUN 12 2019

TITLE:



RESOLUTION APPROVING A TRANSFER, REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE, AND RETAINING A RIGHT OF REVERSION AT 57 VIRGINIA AVENUE, A/K/A BLOCK 21102 LOT 00048, F/K/A BLOCK 1979 LOT 34

WHEREAS, 57 Virginia Avenue, a/k/a Block 21102 Lot 00048, f/k/a Block 1979 Lot 34 ("Property") was land owned by the City of Jersey City ("City") that was sold at a public auction for the sum of \$4,500 to Rupert Gabourel ("Purchaser"); and

WHEREAS, the deed dated June 4, 1982 and recorded in the Office of Hudson County Register in Book 3352 Page 713 conveying the Property to the Purchaser (the "Deed") contained a restrictive covenant requiring that the Purchaser fulfil the condition of sale contained in the resolution authorizing same adopted on March 25, 1982 ("Resolution"); and

WHEREAS, the Resolution, in relevant part, stated that "the purchaser shall, repair alter and improve the said buildings. Provided that all necessary permits have been secured and all applicable codes and standards have been complied with"; and

WHEREAS, the Deed also requires that the Purchaser obtain the express consent from the City's governing body in the form of a resolution before selling, conveying, or otherwise transferring the Property; and

WHEREAS, the Purchaser conveyed the Property to Rupert Gabourel III ("Owner") through his estate without the approval of the City's governing body; and

WHEREAS, the Owner wishes to sell the Property to BNK Property LLC ("Buyer"); and

WHEREAS, the Property is not currently in compliance with the City's Property Maintenance and Fire Codes; and

WHEREAS, the Buyer intends to rehabilitate the Property after closing; and

WHEREAS, it is in the City's best interest to retain a right of reversion on the Property to ensure that the Property is rehabilitated.

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

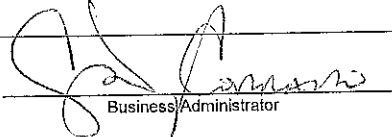
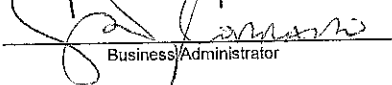
1. The City finds and declares that all the terms and conditions of sale, as applied to 57 Virginia Avenue, a/k/a Block 21102 Lot 00048, f/k/a Block 1979 Lot 34, contained in the resolution adopted by the governing body of the City of Jersey City on March 25, 1982 are hereby waived.
2. The City hereby consents to the transfer of 57 Virginia Avenue, a/k/a Block 21102 Lot 00048, f/k/a Block 1979 Lot 34 from Rupert Gabourel to Rupert Gabourel III, and the transfer of 57 Virginia Avenue, a/k/a Block 21102 Lot 00048, f/k/a Block 1979 Lot 34 from Rupert Gabourel III to BNK Property LLC, provided that the following is incorporated as a condition of same:

TITLE: RESOLUTION APPROVING A TRANSFER, REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE, AND RETAINING A RIGHT OF REVERSION AT 57 VIRGINIA AVENUE, A/K/A BLOCK 21102 LOT 00048, F/K/A BLOCK 1979 LOT 34

a. If, after the date of closing, the BNK Property LLC fails to: (1) repair the Property so that it is no longer in violation of the applicable codes and standards within 180 days; (2) demolish the Property within 180 days; or (3) submit a general development application to the Planning Board within 180 days, then title to the property shall automatically revert to and become vested in the City of Jersey City. If BNK Property LLC submits a general development application to the Planning Board within 180 days, the City shall retain its right of reversion until its application is denied or an unappealable approval is issued. At that time, if BNK Property LLC fails to repair the Property so that it is no longer in violation of the applicable codes and standards or demolish the Property within 2 years, then title to the Property shall automatically revert to and become vested in the City of Jersey City.

3. 57 Virginia Avenue, a/k/a Block 21102 Lot 00048, f/k/a Block 1979 Lot 34 is hereby released from any and all restrictions against subsequent alienation.

HB/mma
05/21/19

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

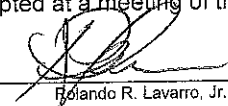
APPROVED **8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			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 Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION APPROVING A TRANSFER, REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE, AND RETAINING A RIGHT OF REVERSION AT 57 VIRGINIA AVENUE, A/K/A BLOCK 21102 LOT 00048, F/K/A BLOCK 1979 LOT 34.

Initiator

Department/Division	Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201 547 4513	BPlatt@icnj.org

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

Resolution Purpose

To approve a property transfer, release a restriction on, and retain a right of reversion at 57 Virginia Avenue.

I certify that all the facts presented herein are accurate.

Signature

Date



6/5/19

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

City Clerk File No. Res. 19-501

Agenda No. 10.18

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A FELLOWSHIP PARTNER AGREEMENT WITH LEADERSHIP FOR EDUCATIONAL EQUITY, A NOT-FOR-PROFIT CORPORATION, IN CONNECTION WITH THE LEADERSHIP FOR EDUCATIONAL EQUITY PUBLIC POLICY FELLOWS PROGRAM

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the Jersey City Youth Counsel ("JCYC") is a youth court program available to help first-time youth offenders, aged 12-17, who have committed minor offenses, get back on track and avoid court involvement; and

WHEREAS, the Leadership For Educational Equity ("LEE") is a not-for-profit corporation with offices located at 1805 7th Street N.W., 6th Floor, Washington, District of Columbia 20001; and

WHEREAS, LEE provides the Leadership for Educational Equity Fellows Program ("Fellows Program") which is a program where a diverse group of program participants ("LEE Fellow") work in policy roles for governmental entities and learn from policy and elected officials; and

WHEREAS, the City of Jersey City ("City") desires to increase the capacity of the JCYC program by entering into a Fellowship Partner Agreement that will permit a LEE Fellow to work at the City's youth court program; and

WHEREAS, the LEE Fellow will be paid a stipend of \$45,000.00, which will be paid directly to the LEE Fellow by LEE; and

WHEREAS, there will be \$10,000 in costs to the City for participating in the Fellows Program, which will be paid by the City directly to LEE as matching funds; and

WHEREAS, N.J.S.A. 40A:11-6.1(a) requires that for all contracts that in the aggregate are less than the bid threshold but 15 percent or more of that amount, the contracting agent shall award the contract after soliciting at least two competitive quotations, if practicable; and

WHEREAS, the solicitation of two competitive quotations is not practicable in this case due to the unavailability of comparable programs able to match qualified fellows to the specific skill sets necessary to fill the City's specialized needs; and

WHEREAS, the program will begin in the fall of 2019 and will continue for nine months; and

WHEREAS, the City's participation in the Fellows Program will enhance efforts by the City to develop early interventions that can help young people avoid becoming entangled in the criminal justice system; and

WHEREAS, funds are available for this contract in the Operating Account:

Account	PO#	Total Contract	Temp Encumbrance
01-201-20-155-712	133914	\$10,000.00	\$4,000.00

City Clerk File No. Res. 19-501

Agenda No. 10.18

TITLE: JUN 12 2019

RESOLUTION AUTHORIZING THE EXECUTION OF A FELLOWSHIP PARTNER AGREEMENT WITH LEADERSHIP FOR EDUCATIONAL EQUITY, A NOT-FOR-PROFIT CORPORATION, IN CONNECTION WITH THE LEADERSHIP FOR EDUCATIONAL EQUITY PUBLIC POLICY FELLOWS PROGRAM

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

1. The City of Jersey City hereby accepts one (1) LEE Fellow from the Fellows Program for the purpose of planning and programming activities and policies at the JCYC program;
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor's or Business Administrator is authorized to execute the Fellowship Partner Agreement attached hereto; and
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget; and
4. The term of the agreement shall be approximately nine (9) months commencing on September 3, 2019 and will officially end on the last day the Fellow works at the Fellows Program, which shall be on or before June 12, 2020.

I Elizabeth Castillo, Elizabeth Castillo, Chief Financial Officer, hereby certify that there are sufficient funds available for payment of this above resolution.

Account	PO#	Total Contract	Temp Encumbrance
01-201-20-155-712	133914	\$10,000.00	\$4,000.00

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 FELLOWSHIP PARTNER AGREEMENT WITH LEADERSHIP FOR EDUCATIONAL EQUITY, A NOT-FOR-PROFIT CORPORATION, IN CONNECTION WITH THE LEADERSHIP FOR EDUCATIONAL EQUITY PUBLIC POLICY FELLOWS PROGRAM

Initiator

Department/Division	Law Department/Youth Court	
Name/Title	Lucinda McLaughlin, Director	
Phone/email	lmclaughlin@icnj.org 201-209-6739	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting)

Resolution Purpose

The JCYC has applied to receive a fellow from the Leadership for Educational Equity (LEE) Foundation to assist in program development and other youth and restorative justice related initiatives.

The fellow will begin in the fall of 2019 and work with the JCYC for a total of 9 months.

The program is 78% funded by LEE and \$10,000 in matching funds are required.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

FELLOWSHIP PARTNER AGREEMENT

THIS FELLOWSHIP PARTNER AGREEMENT (the “**Agreement**”) is entered into as of May 23, 2019 (the “**Effective Date**”) by Leadership for Educational Equity, a Washington, District of Columbia not-for-profit corporation with offices located at 1805 7th Street N.W. 6th Floor, Washington, District of Columbia 20001 (“**Leadership for Educational Equity**”), and the City of Jersey City, with offices located at 280 Grove Street (the “**Partner**” or the “**City**”) each a “**Party**” and collectively, the “**Parties.**”

BACKGROUND

The Leadership for Educational Equity Public Policy Fellows Program (“**Fellows Program**”) is a full-time program where a diverse group of exceptional Leadership for Educational Equity members work in policy and advocacy roles and learn from policy, advocacy, and elected leaders.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties intending to be legally bound, agree as follows:

1. Partner’s Obligations and Scope of Fellowship.

- (a) **Host.** Partner shall serve as a host organization for one (1) fellow participating in the Fellows Program (the “**Fellow**”). Partner shall provide the Fellow with an assignment where the Fellow will work on mission-critical projects that expose the Fellow to the operations of the Partner.
- (b) **Start Date.** Fellow shall begin the Fellowship with Partner on September 3, 2019 unless otherwise agreed by the Fellow, the Partner, and Leadership for Educational Equity.
- (c) **Location.** The Fellow shall participate with the Partner in the Fellows Program in Jersey City, NJ.
- (d) **Supervisor.** The Fellow will work under the sole direction of the Partner. The Partner shall assign an appropriate staff person to act as the supervisor for the Fellow (“**Supervisor**”). Supervisor(s) shall arrange regular check-ins with the Fellow to ensure that the Fellow’s fellowship progresses as planned. The Supervisor shall facilitate introductions between the Fellow and other Partner staff members whose work is relevant to the Fellow’s project.
- (e) **Program Participation.**
 - i. The Partner shall make the Fellow available to prepare for and participate in Fellow Program events scheduled by Leadership for Educational Equity and/or its partners while Fellow completes their fellowship.
 - ii. In addition to the training provided by Leadership for Educational Equity and its partners, Leadership for Educational Equity encourages, but does not require, that Partner provide Fellow with networking opportunities that help lead to increased social engagement on the part of the Fellow.
 - iii. Partner shall assist, when and if possible, in professional development by sharing

experience, knowledge, and content or resources for Fellows Program events scheduled by Leadership for Educational Equity.

- iv. Partner shall inform Fellow of any applicable policies or procedures, including, but not limited to, human resources policies, ethics and conflicts of interest policies, of the Partner or the organization with which the Partner is associated.
- (f) **Communication.** Partner shall maintain regular communication with Leadership for Educational Equity and participate in all Fellows Program evaluations and surveys. Leadership for Educational Equity uses such feedback to improve the quality of its programming and highly values all communications from partners.
- (g) **Withdrawal from Fellows Program.** In the rare event that a Fellow must withdraw from the Fellows Program, or if Leadership for Educational Equity or Partner remove the Fellow from the Fellowship in accordance with Section 4(d) below, Partner shall work with Leadership for Educational Equity to determine, on a case-by-case basis, whether another Fellow can be placed with Partner for the duration of the Fellows Program.
- (h) **Lobbying; Electoral Activity.** Partner agrees not to assign the Fellow work duties in preparation for lobbying activity, or actual lobbying activity. Partner acknowledges that Fellow(s) shall not conduct electoral campaign activity as part of the Fellows Program and agrees not to ask Fellow(s) to perform any campaign work during the Fellows Program.
- (i) **Ethics Rules.** Partner acknowledges and agrees to abide by all the laws, rules, and standards of conduct applicable to the elected or appointed body or office that Partner holds, if any, including but not limited to ethics rules and conflict of interest policy.
- (j) **Partner Workshops and Trainings.** Any fees associated with Fellow's participation in Partner-sponsored events, workshops, and trainings shall be paid by Partner.
- (k) **Fee.** Partner shall provide to Leadership for Educational Equity a payment in an amount equal to ten thousand dollars and zero cents; \$10,000 (the "Fee"). Leadership for Educational Equity will use a portion of the Fee to pay the Fellow(s) a stipend for living expenses incurred during the Fellows Program. The Fee is due to Leadership for Educational Equity by September 1, 2019. This Fee shall be refundable on a pro-rata basis if: (i) the Fellow is withdrawn or otherwise removed from the Fellow's Program prior the end of the Term and no replacement Fellow is agreed upon or provided by Leadership for Educational Equity or, (ii) the Fellow's assignment is discontinued by Partner for gross neglect of his or her duties or for Fellow conduct that is illegal, unethical, or exposes the Partner to legal liability for Fellow's actions.

2. Leadership for Educational Equity's Obligations.

- (a) **Fellow Recruitment, Selection, and Placement.** Leadership for Educational Equity will recruit and select Fellows and will facilitate the placement process of individual Fellows with the Partner. Leadership for Educational Equity agrees to use its best efforts to identify, recruit, and place individuals who have the work ethic, intellect, qualifications, and other attributes that allow the individual to complete the Fellowship Program successfully as a Fellow.
- (b) **Fellow Training and Professional Development.** Leadership for Educational Equity will design and lead professional development sessions for the Fellowship Program.

- (c) **Stipend.** Leadership for Educational Equity shall administer and distribute to the Fellow the Fellows Program stipend, inclusive of the cost-share provided by the Partner, pursuant to Section 1(k) above, to be disbursed over the course of the Fellowship Program (the “**Leadership for Educational Equity Stipend**”).
3. **Relationship of the Parties.** Nothing contained in this Agreement is deemed to place the Parties in a partnership, joint venture, or agency relationship, and neither Party has the right or authority to obligate or bind the other Party in any manner. The Fellow shall act and be treated solely as an independent contractor fellow of Leadership for Educational Equity and shall not be treated or regarded as an employee of the Partner.
4. **Term/Termination.**
- (a) **Term.** The term of this Agreement commences on the date of this Agreement and continues until May 29, 2020, or the last day Fellow works at the Fellows Program placement, whichever is later (the “**Term**”).
- (b) **Default.** If either Party defaults in their performance under this Agreement and fails to substantially cure such default within five (5) days after receiving written notice specifying the default, or, for those defaults that cannot reasonably be cured within five (5) days, promptly commence curing such default and thereafter proceed with commercially reasonable diligence to substantially cure such default, then the non-defaulting Party may terminate this Agreement by providing the defaulting Party five (5) days’ written notice of its decision to terminating the Agreement and its reasons for terminating this Agreement.
- (c) **Force Majeure.** If the performance of this Agreement is prevented, suspended, or postponed during the Term by reason of fire, casualty, lockout, labor strike, riot, war, act of God, or ordinance, law, order or decree of any legally constituted authority, or any other act or event that prevents Party, in whole or in part from performing its obligations under this Agreement; or satisfying any conditions to the performing Party’s obligations under this Agreement then in any such events, either Party may elect to terminate this Agreement and in such event, the Parties are released from all further obligations whatsoever.
- (d) In the event that the Fellow fails to complete agreed upon projects to the Partner’s satisfaction by the end of the Fellows Program, Leadership for Educational Equity reserves the right to take any and all action it deems appropriate based on the circumstances, including but not limited to removing the Fellow from the Fellows Program and denying the Fellow membership in the Leadership for Educational Equity Fellow Alumni network, and terminating the Fellow’s Leadership for Educational Equity Stipend, if applicable. Leadership for Educational Equity reserves the right to terminate the Fellows Program and the Fellow’s participation in the Program, at any time and for any and no reason by providing written notice to the Fellow and the Partner. In the event that the Fellow fails to carry out his or her agreed upon duties or assignments to the Partner’s reasonable satisfaction, or acts in any manner that is illegal, unethical, or exposes the Partner to any liability for Fellows actions, the Partner may immediately discontinue all of Fellow’s assignments and duties, may discontinue Fellow’s access to any Partner facilities or property, and may thereafter terminate this Agreement by providing five (5) days’ written notice to Leadership for Educational Equity detailing the reason for such termination.

5. Representations and Warranties.

(a) Each Party represents and warrants to the other that:

- i. It has full legal right, power, and authority to enter into and perform its obligations hereunder;
- ii. It has not entered into nor will it enter into any contract or other agreement which would conflict with, prohibit, or interfere with the full performance of its obligations hereunder or with the full enjoyment by the other Party of the rights granted herein; and
- iii. Neither Party shall be obligated to make any payments or to pay any other consideration to the other Party or to any third party except as expressly specified in this Agreement.

(b) Partner represents that it is authorized to and possesses all of the necessary skills, licenses, insurance, and certifications, if any, to legally perform its obligations pursuant to this Agreement.

6. Confidentiality.

(a) The Parties acknowledge and agree that in the course of carrying out the Fellows Program, they may have access to and become acquainted with "Confidential Information" as defined below, concerning the other Party's business and operations, students, customers, business strategies, financial and technical information, supplies, and other confidential business information not generally known to the public. The Parties hereby agree that they shall not communicate, divulge, or disclose such Confidential Information, directly or indirectly, to any other person, firm, business or entity, or use such information in any way except as authorized in writing by the other Party, or except as may be required under applicable law. "Confidential Information" means proprietary information not generally known within a Party's trade or business concerning its operations, products, services, personnel and organization, including information relating to customers, research, development, accounting, marketing applications, selling, servicing, finance, business systems, computer systems, software, software systems, and techniques and also including all information disclosed to the other Party, or to which a Party had access at any time during the Fellows Program, which a Party has a reasonable basis to believe to be "Confidential Information" or which is treated by a Party and/or its related entities as being confidential information.

(b) Notwithstanding the foregoing restrictions, the Parties may use and disclose any information (i) which has come into the public domain through no act or omission by the Party, (ii) which is approved for use and disclosure or released by a Party without restriction, or (iii) to the extent required by an order of any court or other governmental authority, or (iv) to the extent required by the Open Public Records Act N.J.S.A. 47:1A-1 et seq or other applicable laws.

7. **Notices.** Any notices or other communication required or permitted hereunder shall be in writing and sent to the Parties at their respective addresses specified below or such changed address as either Party may communicate to the other in writing. Any notices or communications to either Party hereunder are deemed given when received by the Party.

Notices to Leadership for Educational Equity:

Dr. Terris Ross, Senior Director
Policy & Advocacy, Strategic Partnerships
1360 Peachtree St NE #1100
Atlanta, GA 30309

terris.ross@educationalequity.org

With a copy to:

Christine Green, Esq.
Leadership for Educational Equity
General Counsel
25 Broadway, 12th Floor
New York, New York 10004

christine.green@educationalequity.org

Notices to the Ms. Lucinda McLaughlin:

Ms. Lucinda McLaughlin
111 Montgomery Street
Jersey City, NJ 07302

lmclaughlin@jenj.org

8. Miscellaneous Provisions.

- (a) **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Leadership for Educational Equity. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- (b) **Entire Agreement.** No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter of this Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- (c) **Indemnification.**
- i. To the extent permitted by applicable state laws and regulations, each Party indemnifies and holds harmless the other Party and its officers, directors, employees and agents (the "Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) ("Losses") to which such Indemnitee may become subject under this Agreement, including but not limited to: (i) all actions not approved by the Indemnitee or otherwise outside the scope of this Agreement; (ii) any material breach by a Party of any representation warranty, or agreement made herein; or (iii) a Party's negligence or intentional misconduct.

- ii. Notwithstanding anything to the contrary contained herein, neither Party shall be responsible for consequential, incidental, punitive, special, exemplary or indirect damages or lost profits in connection with claims made by any Party, regardless of the form of action or whether in contract or tort.

- (d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Jersey without giving effect to its conflict of law principles.

- (e) **Severability.** The invalidity or unenforceability of any provision or provisions of this Agreement does not affect the validity or enforceability of any other provision hereof, which remain in full force and effect and enforced accordingly.

- (f) **Arbitration.** In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, all matters in controversy shall be submitted to an arbitrator. The Parties agree that such arbitration shall be conducted under the rules and regulations of the American Arbitration Association. Both Parties expressly covenant and agree to be bound by the decision of the arbitrator as a final determination of the matter in dispute. Each Party shall bear its own cost of arbitration. Any determination or award of the arbitrators shall be final and binding upon the Parties and enforceable by any court having jurisdiction there over by injunction or monetary judgment. The provisions of this paragraph shall not be deemed to limit or impair either Party's ability to obtain preliminary injunctive relief from any court pending resolution of any dispute by arbitration, upon posting of any bond that such court may require and upon fulfilling all equitable requirements for such injunction.

- (h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and effective as of the date first written above.

LEADERSHIP FOR EDUCATIONAL EQUITY

By: _____

Name: Mildred Otero

Title: Vice President, Policy & Advocacy

Date: _____

PARTNER

By: _____

Name: _____

Date: _____

Attest

By: _____

Name: _____

Date: _____

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

City Clerk File No. Res. 19-502

Agenda No. 10.19

Approved: JUN 12 2019

TITLE:



**A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL
ACCEPTING A MONETARY GIFT FROM WELLCARE HEALTH
PLANS INC. TO BE USED TO FUND MINI-GRANTS TO LOCAL
ORGANIZATIONS**

COUNCIL Offered and moved adoption the following Resolution:

WHEREAS, each year, the Jersey City Department of Health and Human Services (JCHHS) Partnership for a Healthier JC ("the Partnership") awards mini-grants to local organizations; and

WHEREAS, Wellcare Health Plans, Inc. has worked with JCHHS on initiatives including healthy food access for seniors and children; and

WHEREAS, Wellcare Health Plans Inc. would like to fund four of the Partnership's 2019 mini-grants for local organizations working to improve maternal and child health; and

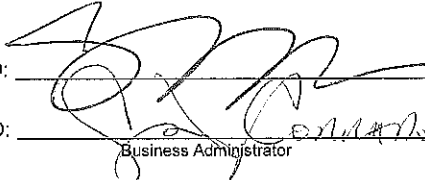
WHEREAS, Wellcare Health Plans Inc. wishes to give \$5,000 to JCHHS for the Partnership to fund these mini-grants; and,

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

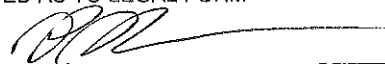
WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The City hereby accepts the donation of \$5,000 from Wellcare Health Plans Inc.;
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution; and
3. The City of Jersey City hereby thanks Wellcare Health Plans Inc. for its generosity.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

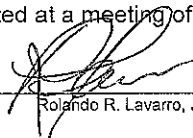
8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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

R.R.
6-2-19

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

A RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING A MONETARY GIFT FROM WELLCARE HEALTH PLANS INC. TO BE USED TO FUND MINI-GRANTS TO LOCAL ORGANIZATIONS

Initiator

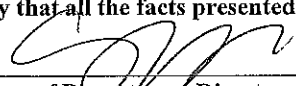
Department/Division	Health & Human Services	Partnership for a Healthier JC
Name/Title	Maryanne Kelleher	Partnership Director
Phone/email	(201) 547 5024	MKelleher@jcnj.org

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

Resolution Purpose

This resolution allows the City to accept a donation of \$5,000 from Wellcare Health Plans, Inc. The funds will be used to give mini-grants to local organizations that work to improve maternal and child health.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/31/19

Date

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

City Clerk File No. Res. 19-503
 Agenda No. 10.20
 Approved: JUN 12 2019
 TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM THE ROBERT WOOD JOHNSON FOUNDATION

COUNCIL Offered and moved adoption of the following Resolution:

WHEREAS, in March 2019, it was announced that the City of Jersey City (the City) had been selected from a pool of more than 200 applications as one of twelve finalists for the 2019 Robert Wood Johnson Foundation (RWJF) Culture of Health Prize; and,

WHEREAS, each of the 12 prize finalists were required to host a team from RWJF for a site visit, and the City's site visit took place on May 22-23, 2019; and,

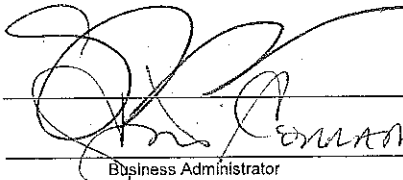
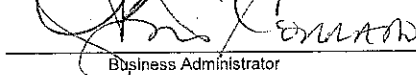
WHEREAS, to offset the hospitality costs of hosting the RWJF team, the City was offered a stipend of \$4,000 from RWJF; and,


WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The acceptance of a donation valued at four thousand dollars (\$4,000) from the Robert Wood Johnson Foundation for the Department of Health & Human Services; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks the Robert Wood Johnson Foundation for their generosity.

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

*P.R.
6-3-19*

Certification Required
 Not Required

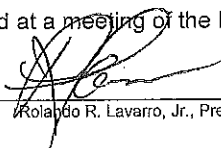
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 ACCEPT A GIFT FROM THE ROBERT WOOD JOHNSON FOUNDATION

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@jcnj.org

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

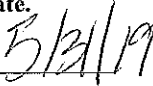
Resolution Purpose

This resolution allows the City to accept a \$4,000 stipend from the Robert Wood Johnson Foundation to offset the costs of hosting the RWJF Culture of health Prize Team on the site visit.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 19-504
 Agenda No. 10.21
 Approved: JUN 12 2019
 TITLE:



ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE AMERICAN HEART ASSOCIATION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Jersey City Department of Health & Human Services (JCHHS) Division of Food & Nutrition has been working with local corner stores to encourage them to offer healthier food options to customers; and

WHEREAS, JCHHS applied for and was awarded a grant from the American Heart Association (AHA) to further expand the Healthy Corner Store Initiative; and

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

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

1. the Mayor is hereby authorized to execute an agreement and any amendment thereto with the American Heart Association known as the Healthy Corner Store Initiative;
2. the City agrees to comply with all applicable federal, state and local laws, rules, and regulations in its performance of the project; and,
3. this resolution shall take effect immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 - GRANT 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

ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE AHA FOUNDATION

Project Manager

Department/Division	Health & Human Services	Food & Nutrition
Name/Title	Stacey Flanagan / Angela Davis	Director / Food & Nutrition Div. Director
Phone/email	(201) 547 6560 / (201) 547 5838	SFlanagan@jcnj.org / ADavis@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 accepts a grant from the American Heart Association. The grant will be implemented to expand the HHS Health Corner Store Initiative.

Cost (Identify all sources and amounts)

Grant Award: \$3,000

Contract term (include all proposed renewals)

through December 31, 2019

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Margaret Decker
Signature of Department Director
for Stacey Flanagan

June 5, 2019
Date



May 9, 2019

City of Jersey City
Department of Health & Human Services
1 Jackson Square, Jersey City, NJ 07305

Attn: Stacey Flanagan

I am pleased to announce that the American Heart Association, Inc. ("AHA") hereby awards a grant to City of Jersey City ("COMPANY"), subject to the following terms and conditions:

1. The grant is for the period from the date this grant agreement is signed by the COMPANY through 12/31/2019. Upon submission to AHA of the signed grant agreement, AHA agrees it will pay COMPANY \$3000.00 in accordance with the payment schedule outlined in Attachment A.
2. COMPANY is legally incorporated in the State of New Jersey, is a corporation in good standing with the State of New Jersey at the time of this grant agreement and agrees it will maintain this status throughout the term of this Agreement. If COMPANY is a non-profit organization, COMPANY confirms further it is not a Type III supporting organization within the meaning of IRC Section 4943(f)(5)(A).
3. COMPANY will use grant funds only for activities as outlined in Attachment A. COMPANY will not use the grant funds for political support or to carry on lobbying efforts of propaganda, or to otherwise attempt to influence any legislation, within the meaning of IRC Section 4945 and the Treasury Regulations thereunder. Further, COMPANY will not use grant funds to engage in, support or promote violence, terrorist activity or related training of any kind.
4. No substantial variances, including the timing of expenditures, will be made from the schedule outlined in Attachment A without the AHA's prior written approval.
5. COMPANY will inform the AHA immediately of (i) any change in or challenge to its corporate status, adverse change in its standing with the State of New Jersey, or if it becomes a Type III supporting organization, (ii) any change in its organizational leadership or key personnel or (iii) any material change or adverse development relative to its financial condition, operations, activities or affairs. No payment hereunder shall be required to be made at any time after COMPANY ceases to be a legal corporate entity, has an adverse change in its standing with the State of New Jersey or if it becomes a Type III Supporting Organization.
6. COMPANY will have full control of the disposition of the grant and accepts responsibility for complying with this agreement's terms and conditions. This grant is earmarked for COMPANY and may not be transferred to any other entity or person, except as may be specified in Attachment A. COMPANY will maintain a separate accounting of the use of grant funds to enable confirmation of its proper expenditure of the grant funds.
7. COMPANY will submit a final report including a summary of how the grant funds have been expended 02/28/20.



American
Heart
Association.

8. COMPANY acknowledges and agrees that any equipment provided or funded hereunder by AHA will, upon delivery, be owned by COMPANY, and COMPANY solely will be responsible for the upkeep, maintenance, repairs, safety, insurance and operability of such equipment. COMPANY also acknowledges and agrees that the AHA does not endorse, impliedly or expressly, any brand or manufacturer of any equipment that may be provided hereunder.
9. COMPANY agrees to promptly respond to interim inquiries and requests for information from the AHA regarding uses of the grant funds, compliance with the terms of the grant and progress made towards achieving the goals of the grant.
10. COMPANY acknowledges that the AHA and its representatives have made no actual or implied promise of funding or renewal of funding in addition to amounts provided under this agreement.
11. It is understood that by signing this grant agreement, COMPANY agrees that it will conduct all activities to be funded by this grant in compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation: a) all laws relating to applicable anti-terrorist financing and asset-control laws, statutes and executive orders, and ; b) privacy and confidentiality of patient health information including, without limitation, the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. parts 160 and 164 ("the "HIPAA Privacy Regulations").
12. COMPANY agrees to ensure that all potential recipients and participants of COMPANY's programs and services have access to programs and receive equitable services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship or immigration status.
13. If COMPANY wishes to publicize this grant, COMPANY must contact the AHA at least 2 weeks before the desired date of the publicity for review and approval by the AHA. COMPANY shall not issue any press releases or otherwise make any public statement referring to this grant or using the AHA's name or logo without the prior written consent of the AHA. The text of all press releases, public announcements, statements, campaign reports or materials that mention the grant must be approved in advance in writing by the AHA. COMPANY shall provide the AHA with copies of any and all final press releases, public announcements and/or publications related to this grant. The AHA may make information about this grant public at any time on its websites or in presentations or as part of its public reports or documents.
14. COMPANY hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the AHA and its officers, employees and agents from and against all claims, liabilities, losses and expenses (including reasonable attorney's fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of COMPANY, its directors, employees or agents in obtaining or accepting the grant from the AHA, in expending or applying the proceeds of the grant from the AHA, in operating the equipment provided hereunder, or in carrying out the project or programs funded with grant funds from the AHA.



ATTACHMENT A

Use of Grant Funds/Payment Schedule:

COMPANY will be paid \$3,000 within 30 business days of AHA's receipt of the signed grant agreement and supplier package. The American Heart Association will collaborate with the City of Jersey Department Health and Human Services to encourage healthy lifestyle choices by working with city's healthy corner store initiative to provide nutritional education and access to healthy food. These funds are to be utilized per the attached.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF HEALTH & HUMAN SERVICES

DR. MARTIN LUTHER KING, JR. CITY HALL ANNEX
1 JACKSON SQUARE | JERSEY CITY, NJ 07305
P: 201 547 6800



STACEY L. FLANAGAN
DIRECTOR

April 23, 2019

Attn: Vicky Coll
American Heart Association
1 Union Street, Suite 300
Robbinsville, NJ 08691

Jersey City Healthy Corner Store Bodega Bucks

Project Overview

The Jersey City Department of Health & Human Services proposes to provide "Bodega Bucks", a healthy food incentive voucher, to customers of the Jersey City Healthy Corner Store Network. "Bodega Bucks" will encourage corner store customers to try new items without risking their food dollars and will support the corner storeowners efforts to stock healthier products.

"Bodega Bucks" will be distributed to customer who participate in nutrition education lessons, health screenings, and customer surveys. Customers will be able to purchase items on the approved healthy foods list, including fruits and vegetables, healthy proteins, whole grains, and water. "Bodega Bucks" will be given to all program participants, regardless of income or eligibility for other benefits such as SNAP, and must be used in-store on the day of the activity so that redemption can be easily tracked and storeowners reimbursed. Each customer will also be given American Heart Association (AHA) educational materials with their "Bodega Bucks."

"Bodega Bucks" have been a major contributor to the success of our Healthy Corner Store Initiative. Since 2018, we have redeemed more than 300 "Bodega Bucks" vouchers at a dollar amount of \$1096.00 within our Healthy Corner Store network. The "Bodega Bucks" gives customers the opportunity to increase their purchasing power while also creating a viable business in fresh and healthy foods for the store owners.

Participating Organizations/Partners

Current Jersey City Healthy Corner Stores

1. Privilege Foods, 466 Ocean Avenue
2. Denisse Supermarket, 761 Ocean Avenue
3. J&E Variety, 520 Ocean Avenue
4. Los Montones, 432 Dr. Martin Luther King, Jr. Drive

Target Jersey City Healthy Corner Stores

1. Los Primos, 344 Communipaw Avenue
2. Tejada Supermarket, 356 Ocean Avenue

Health Screenings

CarePoint Health

Jersey City Medical Center, RWJ Barnabas Health

Nutrition Education & Community Engagement

SNAP-Ed NJ/Community FoodBank New Jersey

Proposed Budget - \$3,000

Bodega bucks will be distributed in \$3 denominations.

\$525 for four (4) Healthy Corner Stores

- J&E Variety, 520 Ocean Avenue
- Los Montones, 432 Dr. Martin Luther King, Jr. Drive
- Los Primos, 344 Communipaw Avenue
- Tejada Supermarket, 356 Ocean Avenue

\$450 for two (2) Healthy Corner Stores.

- Privilege Foods, 466 Ocean Avenue
- Denisse Supermarket, 761 Ocean Avenue

Proposed Project Timeline

May – One (1) Store Kick-Off Event

- Healthy Corner Store Kick-Off Event with health screenings at one (1) Jersey City Healthy Corner Store
- Weekly nutrition lessons at two (2) Jersey City Health Corner Stores

June – One (1) Store Kick-Off Event and Weekly SNAP-Ed nutrition lessons

- Healthy Corner Store Kick-Off Event with health screenings at one (1) Jersey City Healthy Corner Store
- Weekly nutrition lessons at four (4) Jersey City Health Corner Stores

August – One (1) Store Kick-Off Event and Weekly SNAP-Ed nutrition lessons

- Healthy Corner Store Kick-Off Event with health screenings at one (1) Jersey City Healthy Corner Store
- Weekly nutrition lessons at five (5) Jersey City Health Corner Stores

September – One (1) Store Kick-Off Event and Weekly SNAP-Ed nutrition lessons

- Healthy Corner Store Kick-Off Event with health screenings at one (1) Jersey City Healthy Corner Store
- Weekly nutrition lessons at six (6) Jersey City Health Corner Stores

October – Weekly SNAP-Ed nutrition lessons

- Weekly nutrition lessons at six (6) Jersey City Health Corner Stores

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

City Clerk File No. Res. 19-505

Agenda No. 10.22

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AGREEMENT WITH MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C., 101 HUDSON REALTY LLC and 15 EXCHANGE PLACE CORP. TO USE PROPERTY ADJACENT TO EXCHANGE PLACE FOR STAGING AND PARKING FOR THE JULY 4TH FIREWORKS

COUNCIL offered and moved adoption of the following resolution.

WHEREAS, MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C. and 15 EXCHANGE PLACE CORP., are the owners of certain property adjacent to the Exchange Place Path Station in the City of Jersey City (collectively referred to as "Owner"); and

WHEREAS, the City of Jersey desires to utilize a portion of the property as a staging area and to allow parking for fireworks to be displayed on July 4, 2019 [Event Space]; and

WHEREAS, the Owner has agreed to allow the City to utilize the Event Space to set up, operate and clean-up for the event, between July 2, 3, 4 and 5, 2019, under the terms and conditions set forth in the Agreement attached hereto; and

WHEREAS, the Agreement will specify the City's responsibilities to the owner, including an indemnification and hold harmless agreement by which the owner will be held harmless for injuries to participants within the Event Space arising from the event activities on the Event Space or for damage to the Event Space.

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

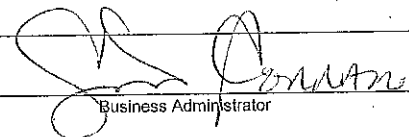
1. The Mayor or Business Administrator is hereby authorized to execute an agreement with MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C. and 15 EXCHANGE PLACE CORP., allowing the City to use property located adjacent to the Exchange Place Path Station in Jersey City on July 2, 3, 4 and 5, 2019 for a staging area and parking for fireworks to be displayed on July 4, 2019.

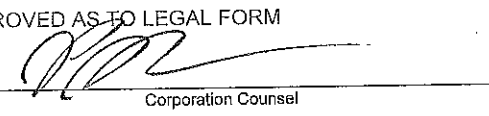
TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN AGREEMENT WITH MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C., 101 HUDSON REALTY LLC and 15 EXCHANGE PLACE CORP. TO USE PROPERTY ADJACENT TO EXCHANGE PLACE FOR STAGING AND PARKING FOR THE JULY 4TH FIREWORKS.

2. The City's Risk Manager is authorized to issue a Letter of Self Insurance to MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV. URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C. and 15 EXCHANGE PLACE CORP., to cover this activity.
3. The Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deem appropriate or necessary.
4. The Mayor or Business Administrator is also authorized to execute any other documents that may be necessary to effectuate the purposes of this Resolution.

JMcK
06-05-19

APPROVED: 
 BUSINESS ADMINISTRATOR

APPROVED AS TO LEGAL FORM

 CORPORATION COUNSEL

Certification Required
 Not Required

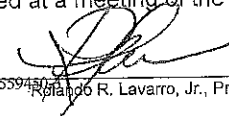
APPROVED 8-0

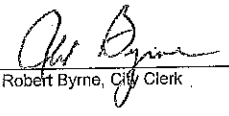
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 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 EXECUTE AN AGREEMENT WITH MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING

Initiator


Department/Division	Office of the Mayor	Cultural Affairs
Name/Title	Christine Goodman	Director
Phone/email	201-547-4303	cgoodman@jcnj.org

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

Resolution Purpose

The City of Jersey City ("City") will be conducting the annual Freedom and Fireworks Celebration on July 4, 2019 near Exchange Place (the "Event"). The City of Jersey desires to utilize a portion of the property as a staging area and to allow parking for fireworks to be displayed on July 4, 2019 and the Owner has agreed to allow the City to utilize the Event Space to set up, operate and clean-up for the event, between July 2, 3, 4 and 5, 2019, under the terms and conditions set forth in the Agreement. The Agreement will specify the City's responsibilities to the owner, including an indemnification and hold harmless agreement by which the owner will be held harmless for injuries to participants within the Event Space arising from the event activities on the Event Space or for damage to the Event Space.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

INDEMNIFICATION AGREEMENT

This indemnification agreement ("Agreement") is made as of the ____ day of June, 2019 by CITY OF JERSEY CITY whose address is 280 Grove Street, Jersey City, New Jersey ("Indemnitor") and is being provided to MACK-CALI PLAZA I L.L.C., M-C PLAZA IV L.L.C., CAL-HARBOR IV URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA V L.L.C., CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P., M-C PLAZA VI & VII L.L.C., CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P., M-C Plaza II & III L.L.C., CALI-HARBORSIDE (FEE) ASSOCIATES L.P., PLAZA VIII & IX ASSOCIATES L.L.C., CAL-HARBOR V LEASING ASSOCIATES L.L.C., CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P., HARBORSIDE UNIT A URBAN RENEWAL, L.L.C., CAL-HARBOR VII LEASING ASSOCIATES L.L.C., M-C HARBORSIDE PROMENADE L.L.C., M-C HUDSON L.L.C. AND 101 HUDSON REALTY LLC whose address is c/o Mack-Cali Realty Corporation, Harborside 3, 210 Hudson Street, Jersey City, New Jersey 07311 and 15 EXCHANGE PLACE CORP. whose address is c/o Hartz Mountain _____, 400 Plaza Drive, Secaucus, New Jersey 07094 (collectively, "Indemnitee").

WITNESSETH

WHEREAS, the Indemnitor desires to utilize Indemnitee's property located at Plaza IV, Jersey City, New Jersey, Plaza VI, Jersey City, New Jersey, Hudson Street, Pearl Street and Plaza 8/9, Jersey City, New Jersey and the atrium at Plazas II and III, Jersey City, New Jersey (collectively "The Event Space"), as depicted on Exhibit A attached hereto and made a part hereof, for the purpose of a staging area, pedestrian access, carnival rides and attractions, food tents and trucks and parking for fireworks to be displayed on July 4, 2019 adjacent to the Exchange Place Path Station in Jersey City, New Jersey ("The Event").

WHEREAS, the Indemnitee has agreed to allow the Indemnitor to utilize The Event Space for the preparation for, conducting of and clean-up for the The Event which shall take place only on July 2, 3, 4 and 5, 2019, under the terms and conditions set forth herein.

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. The recitals set forth above are incorporated herein.
2. Indemnitee shall not be liable in any way to Indemnitor or any of its vendors contractors, invitees, or guests, or to any other person, for any loss, damage or expense which they may sustain or incur in connection with, as a result of, during or in any way relating to The Event, whether such loss, damage or expense shall result from the carelessness or negligence of Indemnitee, its agents, employees, guests, invitees or licensees, or the carelessness of any other tenant, its agents, employees, guests invitees or licensees.
3. In consideration for this Agreement, Indemnitor hereby authorizes and permits and shall cause any applicable governmental agency to authorize and permit Indemnitee's affiliate, MC Jersey City Hospitality L.L.C. and MC Piggyback Hospitality L.L.C., to file a petition to expand the licensed premises covered by the liquor license for the Lutze Biergarten and

the Piggyback Bar to include the walkways adjacent to and surrounding the Lutze Biergarten and the Piggyback Bar and the walkways adjacent to the Lutze Biergarten and Plazas II and III, including the tables and chairs located thereon as depicted on Exhibit ____, to permit liquor sales and consumption on such walkways on July 4, 2019.

Indemnitor hereby further authorizes and permits and shall cause any applicable governmental agency to authorize and permit Indemnatee's affiliate, MC Jersey City Hospitality L.L.C. to obtain catering permits from the New Jersey Division of Alcoholic Beverage Control to permit liquor license sales and consumption at 2 Exchange Place, the Owen Grundy Pier Park, 101 Hudson Street and Plaza 4A and the walkways adjacent thereto, including the tables and chairs located thereon as further depicted on Exhibit ____.

4. Indemnitor shall indemnify, defend and save harmless Indemnatee, Mack-Cali Realty, L.P., Mack-Cali Realty Corporation, Roseland Residential L.P., Roseland Residential Trust and Harborside Unit A Urban Renewal L.L.C. and their affiliates, principals, representatives, agents and employees from and against (a) any and all claims (i) arising from the breach of any term or condition in this Agreement, or (ii) arising from the conducting of, operation of, or management of, The Event by Indemnitor, its vendors, contractors, invitees, or guests or any of their employees, agents, contractors, or invitees, on or about The Event Space during The Event or during the period of time, if any prior to The Event that Indemnitor may have been given access to The Event Space to prepare for The Event or (iii) arising from any careless, negligent or otherwise wrongful act or omission of Indemnitor or any of its vendors, contractors, invitees, or guests or any of their employees, agents, contractors or invitees who participate in any way in connection with The Event, or (iv) connected with or in any way relating to The Event and (b) all costs, expenses and liabilities incurred in or in connection with each such claim, and any action or proceeding brought thereon. In case any action or proceeding be brought against Indemnatee by reason of any such claim, Indemnitor, upon notice from Indemnatee, shall resist and defend such action or proceeding, at Indemnitor's sole cost and expense, utilizing legal counsel selected by Indemnatee.
5. Indemnitor covenants and agrees to provide, on or before The Event, a Certificate of Insurance (or its equivalent recognizing that Indemnitor will self-insure as a governmental authority) demonstrating that the Indemnitor has obtained a comprehensive policy of general liability insurance naming the Indemnatee, Mack-Cali Realty, L.P., Mack-Cali Realty Corporation, Roseland Residential L.P. Roseland Residential Trust and Harborside Unit A Urban Renewal L.L.C. as additional named insureds, insuring Indemnitor and Indemnatee against any liability which can be insured against, resulting from any act or omission on or about The Event Space and any appurtenances thereto. Such Certificate shall also indicate that the policy covers Indemnitor's liability under this Agreement and provide evidence of Workers' Compensation in an amount meeting statutory requirements. Such policy is to be written by an insurance company qualified to do business in the State of New Jersey. The policy shall be with limits of not less than \$5,000,000, in respect of any one person, in respect of any one accident, and in respect of property damage. The

policy shall also contain a provision which provides that Indemnitee shall receive at least 10 days prior written notice before the insurance carrier cancels or modifies such insurance.

6. Indemnitor shall properly police The Event, which Jersey City police shall be present at all times during The Event.
7. (a) Indemnitor shall not generate, handle, dispose, bring store or discharge or permit the generation, handling, disposal, bringing, storage or discharge of any hazardous substances or wastes, as those terms are defined in the Environmental Cleanup Responsibility Act (NJSA 13:1k-6 et sq), in, upon or about The Event Space or the Building in connection with The Event.

(b) Indemnitor shall be permitted to serve alcoholic beverages in The Event Space during The Event, under the following terms and conditions:
 - (i) There shall be no charges whatsoever to any attendees of The Event for alcoholic beverages including without limitation any entrance fees or donations.
 - (ii) Indemnitor's liability insurance policy obtained pursuant to paragraph 4 of this Agreement shall contain Host Liquor Liability Coverage for The Event:
and
 - (iii) Indemnitor maintains adequate supervision and control of all those serving and being served alcoholic beverages.
8. Indemnitor shall comply with all laws, ordinances, rules, and regulations applicable to or affecting The Event and/or The Event Space during The Event.
9. Indemnitor shall remove from The Event Space by 5 p.m. on July 5, 2019, and within the time permitted for The Event, all property used in connection with The Event, and shall leave The Event Space in broom clean condition free of debris. In the event the Indemnitor or its contractors fails to remove such property, or otherwise holds over after the expiration of the time permitted for The Event, Indemnitor shall be liable to Indemnitee for any costs that Indemnitee incurs as a result of Indemnitor's violation of this paragraph 8, plus 20% of such costs to cover Indemnitee's overhead and administrative expenses. In no event shall Indemnitor insert stakes, posts, poles or any other object into the ground, parking lot or any other surface area of the Building.
10. Indemnitor hereby covenants and represents to Indemnitee that the activities conducted at The Event or in connection with The Event will not in any way: (a) disturb the quiet enjoyment of the tenants in the Harborside complex, (b) limit access of the tenants at the Harborside complex to any common areas of the Harborside complex and/or (c) disrupt the ingress or egress of the tenants at the Harborside complex. If, in Indemnitee's sole

discretion, Indemnitor's use violates this paragraph 9, Indemnitor may terminate this Agreement.

11. To the extent such waiver is permitted by law, the Indemnitor hereby waives its right to a trial by jury in any action or proceeding brought in connection with this Agreement.
12. If any of the provisions of this Agreement, or the application thereof to any person or circumstances, shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
13. The right of Indemnitor to utilize The Event Space in accordance with this Agreement shall constitute a revocable license only and shall not grant Indemnitor any property or ownership rights in The Event Space or create a partnership or joint venture between Indemnitor and Indemnitee.
14. Indemnitor hereby warrants and represents to Indemnitee that Indemnitor has the power and authority to enter into this Agreement and the person executing this Agreement on behalf of Indemnitor personally warrants and represents that he or she has the requisite authority to execute this Agreement on behalf of Indemnitor. This Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed counterparts will collectively constitute a single agreement. Indemnitor expressly agrees that if the signature of Indemnitee and/or Indemnitor on this Agreement is not an original, but is a digital, mechanical or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

<p><u>INDEMNITOR:</u></p> <p>CITY OF JERSEY CITY</p> <p>By: _____ Name: Robert J. Kakoleski Title: Business Administrator</p>	<p><u>INDEMNITEE:</u></p> <p>M-C PLAZA IV L.L.C.</p> <p>By: Mack-Cali Realty, L.P., Member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>CAL-HARBOR IV URBAN RENEWAL ASSOCIATES, L.P.</p> <p>By: Mack-Cali Sub X, Inc. general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>PLAZA VIII & IX ASSOCIATES L.L.C.</p> <p>By: M-C Harsimus Partners L.L.C. member</p> <p>By: Roseland Residential, L.P., member</p> <p>By: Roseland Residential Trust, its general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>

	<p>M-C PLAZA V. L.L.C.</p> <p>By: Mack-Cali Realty, L.P., member</p> <p>By: Mack-Cali Realty Corporation, its general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>CAL-HARBOR V. URBAN RENEWAL ASSOCIATES L.P.</p> <p>By: Mack-Cali Sub X, Inc., general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>M-C PLAZA VI & VII L.L.C.</p> <p>By: Roseland Residential, L.P., member</p> <p>By: Roseland Residential Trust, its general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>CAL-HARBOR VI URBAN RENEWAL ASSOCIATES L.P.</p> <p>By: Mack-Cali Sub XI, Inc., its general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>

	<p>M-C PLAZA II & III L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>CALI-HARBORSIDE (FEE) ASSOCIATES L.P.</p> <p>By: Mack-Cali Sub X, Inc., general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>MACK-CALI PLAZA I L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>CAL-HARBOR V LEASING ASSOCIATES L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>

	<p>CAL-HARBOR SO. PIER URBAN RENEWAL ASSOCIATES L.P.</p> <p>By: M-C So. Pier L.L.C., a general partner</p> <p>By: Mack-Cali Realty, L.P. sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>HARBORSIDE UNIT A URBAN RENEWAL, L.L.C.</p> <p>By: _____ Name: Title:</p>
	<p>CAL-HARBOR VII LEASING ASSOCIATES L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>M-C HARBORSIDE PROMENADE L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>

	<p>101 HUDSON REALTY L.L.C.</p> <p>By: 101 Hudson Holding L.L.C., sole member</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>M-C HUDSON L.L.C.</p> <p>By: Mack-Cali Realty, L.P., sole member</p> <p>By: Mack-Cali Realty Corporation, general partner</p> <p>By: _____ Gary T. Wagner General Counsel</p>
	<p>15 EXCHANGE PLACE CORP.</p> <p>By: _____ Name: Title:</p>

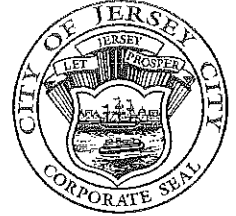
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-506

Agenda No. 10.23

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2019 near Exchange Place (the "Event"); and

WHEREAS, the City desires to use in connection with the Event the parking lot located at 310 Washington Street ("Property"); and

WHEREAS, Evergreen Shipping Agency (America) Corporation, with offices located at One Evertrust Plaza, Jersey City, NJ 07302 (the "Licensor") is the owner of the Property; and

WHEREAS, Licensor agrees to permit the City to enter onto its Property for the purposes of 1.) use by City workers, 2.) use by police, fire and ambulance services and 3.) use as an additional private staging area; and

WHEREAS, the Property shall not be used by the public or for the hosting of food trucks or amusements; and

WHEREAS, the License Agreement requires the City to execute a Hold Harmless Agreement to indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property; and

WHEREAS, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor's Property on July 4, 2019 until the early morning hours of July 5, 2019 for the purposes of 1.) use by City workers, 2.) use by police, fire and ambulance services and or 3.) use as an additional private staging area.
2. The Property shall not be used by the public or for the hosting of food trucks or amusements.
3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Hold Harmless Agreement attached hereto.

City Clerk File No. Res. 19-506

Agenda No. 10.23

TITLE: JUN 12 2019

RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2018 NEAR EXCHANGE PLACE

- 4. The office of Risk Management is authorized to add Evergreen Shipping Agency (America) Corp. as an "additional insured" party to the City's insurance policies in accordance with the requirements attached hereto.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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 HOLD HARMLESS AGREEMENT WITH EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

Initiator

Department/Division	Office of the Mayor	Cultural Affairs
Name/Title	Christine Goodman	Director
Phone/email	201-547-4303	cgoodman@jcnj.org

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

Resolution Purpose

The City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2019 near Exchange Place (the "Event"). The City desires to use in connection with the Event the parking lot located at 310 Washington Street ("Property"). Evergreen Shipping Agency (America) Corporation, with offices located at One Evertrust Plaza, Jersey City, NJ 07302 (the "Licensor") is the owner of the Property. Licensor agrees to permit the City to enter onto its Property for the purpose of use by City workers, use by police, fire and ambulance services and use as an additional private staging area. The Licensor requires the City to execute a Hold Harmless Agreement to indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property. The License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

INSURANCE REQUIREMENTS FOR
TRADES CONDUCTING OPERATIONS IN THE
ONE EVERTRUST PLAZA BUILDING

The Contractor will, throughout the duration of any contract or any work authorized under purchase order, at its expense, carry and from time to time renew, Workman's Compensation Insurance, Public Liability Insurance in the amount of \$1,000,000.00 single limit covering both Bodily Injury and Property Damage including coverage for below noted indemnity agreement in such companies as may be approved by the Owner. Certificates the customary form, evidencing that premiums therefore have been paid, shall be delivered to the Owner simultaneously with the execution of any contract and prior to performing any work authorized under a purchase order, and within 15 days prior to the expiration of such insurance like certificates shall be delivered to the Owner evidencing the renewal of such insurance, together with evidence satisfactory to the Owner of the payment of the premium. All certificates must obtain a definite provision that if such policies are cancelled or changed during the periods of coverage as stated therein, in such a manner as to affect this certificate, written notice will be mailed to the Owner by registered mail 10 days prior to such cancellation or change.

Column of Description of Operations should indicate:

Evergreen Shipping Agency (America) Corp as additional insured as their interests may appear.

Certificate Holder: Evergreen Shipping Agency (America) Corp., One Evertrust Plaza, Jersey City, NJ 07302

EMAIL: patriciaambrose@evergreen-shipping.us
FAX: (201) 915-4986

HOLD HARMLESS AGREEMENT

"The City of Jersey City hereby agrees to indemnify and save Harmless the company, Evergreen Shipping Agency (America) Corp. and any of its subsidiaries from and against any and all liability claims and demands on account of injury to persons including death resulting therefrom and damage to property arising out of the use of 310 Washington Street Parking Lot on July 4, 2019 by the City or any of its agency's or employees, except from and against such claims and demands which may arise out of the sole negligence of the company, Evergreen Shipping Agency (America) Corp. or any of its subsidiaries. The City will at its own expense, defend any and all actions at law brought against the company, and/or any of its subsidiaries based thereon and shall pay all attorney fees and all other expenses, and promptly discharge any judgments arising therefrom. These conditions shall also apply to any agency operations."

SIGNED BY: _____

TITLE: _____

PRINTED NAME: _____

DATE: _____

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

City Clerk File No. Res. 19-507

Agenda No. 10.24

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH BATTERY VIEW SENIOR CITIZENS HOUSING LTD. FOR THE USE OF THE PARKING LOT AT 72 MONTGOMERY STREET IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City ("City") will be conducting the annual Fourth of July Celebration on July 4, 2019 near Exchange Place (the "Event"); and

WHEREAS, the City desires to use in connection with the Event the parking lot located at 72 Montgomery Street ("Property") for the provision of public access to food trucks; and

WHEREAS, Battery View Senior Citizens Housing Ltd; with offices located at 72 Montgomery Street, Jersey City, NJ, 07302 (the "Licensor") is the owner of the Property; and

WHEREAS, Licensor agrees to permit the City to enter onto its Property for the purpose of providing public access to food trucks during the Event; and

WHEREAS, the License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property; and

WHEREAS, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor's Property to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

City Clerk File No. Res. 19-507

Agenda No. 10.24

TITLE: JUN 12 2019

RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH BATTERY VIEW SENIOR CITIZENS HOUSING LTD. FOR THE USE OF THE PARKING LOT AT 72 MONTGOMERY STREET IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

- 3. The term of the License Agreement shall be effective for the date of July 4 through the early morning hours of July 5, 2019.
- 4. The office of Risk Management is authorized to add Battery View Senior Citizens Housing Ltd. as an "additional insured" party to the City's insurance policies in accordance with the requirements of the License Agreement attached hereto.
- 5. The City is authorized to indemnify Battery View Senior Citizens Housing Ltd. in relation to the City's use of the property during the Event.

SMCK
6/5/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			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 LICENSE AGREEMENT WITH BATTERY VIEW SENIOR CITIZENS HOUSING LTD. FOR THE USE OF THE PARKING LOT AT 72 MONTGOMERY STREET IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

Initiator

Department/Division	Office of the Mayor	Cultural Affairs
Name/Title	Christine Goodman	Director
Phone/email	201-547-4303	cgoodman@jcnj.org

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

Resolution Purpose

The City of Jersey City ("City") shall indemnify and provide insurance to Battery View Senior Citizens Housing Ltd. for the use of the parking lot at 72 Montgomery Street during the City's July 4 celebration..

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensee") and Battery View Senior Citizens Housing Ltd. (hereinafter referred to as "Licensor"), whose address is 72 Montgomery Street, Jersey City, NJ 07302.

By this Agreement the Licensor grants permission to the Licensee to enter onto property owned by the Licensor which is a parking lot located at 72 Montgomery Street, Jersey City (hereinafter referred to as the "premises"). Licensee intends to use the premises for the purposes of providing public access to various food trucks during the City's celebration of the 4th of July. 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.

1. The term of this License is for a period of 1 day effective on July 4, 2019 after this Agreement is executed by the Parties.

2. The Licensee shall be permitted to use the premises for the following activities:

(a) entering on the premises and using it for the purposes of the City's 4th of July celebration which shall include public access to various food trucks.

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

3. The permission hereby granted for use of the premises may be revoked at any time by the Licensor with or without cause, by giving fifteen (15) 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 Licensor 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 Licensor shall have the right to make such repairs and the Licensee agrees to reimburse the Licensor 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 Licensor, 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 Licensor, defend against such claims. 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 Licensor, 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 Licensor and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. Licensor 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 Licensor shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

11. The Licensee shall provide insurance coverage to the Licensor indemnifying the Licensor from any liability in connection with the Licensee's use of the premises. Licensee will supply the Licensor with a copy of its insurance liability policy. The Licensor 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 Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

12. 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.

13. 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 use of the Premises on July 5, 2019. 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.

14. 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.

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

Licensor:

Licensee: Brian Platt
Business Administrator
280 Grove Street
Jersey City, NJ 07302

16. 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.

17. 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.

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

19. This Agreement shall terminate on July 5, 2019.

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

AGREED to this _____ day of _____, 2019.

BATTERY VIEW SENIOR CITIZENS
HOUSING LTD.
(Licensor)

CITY OF JERSEY CITY
(Licensee)

By: _____

By: _____
Robert Kakoleski
Business Administrator

Attest: _____

Attest: _____
Robert Byrne
City Clerk

JMcK
06-05-2019

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

City Clerk File No. Res. 19-508

Agenda No. 10.25

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 70 HUDSON WATERFRONT, LLC AND 90 HUDSON WATERFRONT, LLC FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2019 near Exchange Place (the "Event"); and

WHEREAS, the City desires to use in connection with the Event the loading dock, ramp access and parking garage located at 70 and 90 Hudson Street ("Property"); and

WHEREAS, 70 HUDSON WATERFRONT, LLC and 90 HUDSON WATERFRONT, LLC, both having an office at c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105 (the "Licensors") are the owners of the Property; and

WHEREAS, Licensors agree to permit the City to enter onto its Property for the purpose of providing wheelchair access, parking, garage access and a staging area; and

WHEREAS, the License Agreements require that the City indemnify Licensors from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property; and

WHEREAS, the License Agreement requires that the City provide a Certificate of Insurance that names Licensors as additional insureds.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensors' Properties to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreements attached hereto; and

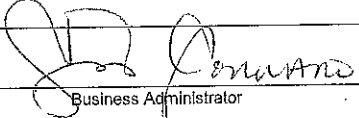
TITLE:

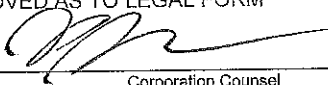
RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 70 HUDSON WATERFRONT, LLC AND 90 HUDSON WATERFRONT, LLC FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

- 3. The term of the License Agreement shall be effective for the date of July 4 through the early morning hours of July 5, 2019.
- 4. The office of Risk Management is authorized to add Licensors as "additional insured" parties to the City's insurance policies in accordance with the requirements of the License Agreements attached hereto.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

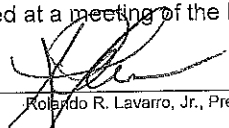
APPROVED **8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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 LICENSE AGREEMENT WITH 70 HUDSON WATERFRONT, LLC AND 90 HUDSON WATERFRONT, LLC FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

Initiator

Department/Division	Office of the Mayor	Cultural Affairs
Name/Title	Christine Goodman	Director
Phone/email	201-547-4303	cgoodman@jcnj.org

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

Resolution Purpose

The City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2019 near Exchange Place (the "Event"). The City desires to use in connection with the Event the loading dock, ramp access and parking garage located at 70 and 90 Hudson Street ("Property"). 70 HUDSON WATERFRONT, LLC and 90 HUDSON WATERFRONT, LLC, both having an office at c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105 (the "Licensors") are the owners of the Property. Licensor agrees to permit the City to enter onto its Property for the purpose of providing wheelchair access, parking, garage access and a staging area. The License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property. The License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

This License Agreement (this "Agreement") dated as of this ___ day of June, 2019, between **70 HUDSON WATERFRONT, LLC**, having an office at c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105 ("Licensor"), and the CITY OF JERSEY CITY, having an office at 280 Grove Street, Jersey City, New Jersey 07302 ("Licensee").

WITNESSETH:

WHEREAS, Licensor and Licensee desire to enter into this Agreement upon the following terms and conditions.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Area – The "Licensed Area" consists of, collectively, the 20 parking spaces designated by Landlord in pink in Exhibit A attached hereto in the parking area of the building (the "Parking Area") known as 70 Hudson Street, Jersey City, New Jersey (the "Building") and the other outdoor areas of the Building outlined in pink in the Exhibit A attached hereto (the "Building Area").

2. Term – The term of this License (the "Term") shall commence at 7:00am on July 4, 2019 (the "Commencement Date"), and shall expire at 4:00 AM on July 5, 2019 (the "Expiration Date"), unless terminated earlier in accordance with law or the terms hereof. Notwithstanding the foregoing, the permission hereby granted for use of the premises may be revoked at any time by Licensor with or without cause, by 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 Licensed Premises which occurred on or prior to the date of revocation.

3. No Representations – The Licensed Area is being delivered to Licensee, and Licensee agrees to accept the Licensed Area, in its then "as is" condition. Licensor has not made nor does Licensor make any representations or promises with respect to the Building or the Licensed Area and Licensee agrees that Licensor does not have any obligation to perform any work, pay any amount or otherwise prepare the Licensed Area for Licensee's use.

4. Alterations – Licensee shall not make or permit to be made any alterations, installments, improvements, additions or other physical changes in or about the Licensed Area without Licensor's prior written consent.

5. Repairs – Licensee, at its sole cost and expense, shall maintain and take good care of the Licensed Area. Notwithstanding the foregoing, all damage or injury to the Licensed Area or to any other part of the Building, or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from the use by Licensee, Licensee's agents, employees, invitees or licensees, shall be repaired, at Licensee's sole cost and expense, by Licensee to Licensor's reasonable satisfaction (if the required repairs are nonstructural in nature and do not affect any Building system), or by Licensor (if the required repairs are structural in nature or affect any Building system). Licensee also shall repair all

damage to the Building and the Licensed Area caused by the moving of Licensee's property. Licensee shall remove all trash from the Licensed Area caused by Licensee's use of the Licensed Area prior to the Expiration Date.

6. Use – Licensee may use the Licensed Area as follows. The Parking Area shall be used solely for the parking of vehicles. The Building Area shall be used solely as a viewing area that is wheelchair accessible for the viewing of the Jersey City Fourth of July fireworks show. In all such cases, the Licensed Area shall be used in a first-class manner, and for no other purposes except as expressly provided in this Section 6.

7. Requirements of Law – Licensee, at Licensee's sole cost and expense, shall comply with all laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities or other body exercising similar functions applicable to the use and/or occupancy of the Licensed Area (collectively, "Requirements").

8. Services – Licensor shall provide no services to the Licensed Area. If Licensor furnishes any additional or extra services to the Licensed Area at Licensee's request, Licensee shall pay Licensor's customary charges for such services.

9. Insurance and Indemnity –

(a) Licensee, at its expense, shall obtain and keep in full force and effect during the Term, with licensed insurers of recognized responsibility authorized to do business in the State of New Jersey and which are rated A- and have a financial size category of at least VIII in the most recent Best's Key Rating Guide, or any successor thereto (or if there is none, an organization having a national reputation): (a) commercial general liability insurance, including Broad Form Property Damage and Contractual Liability with the following minimum limits: General Aggregate \$2,000,000.00; Each Occurrence \$1,000,000.00; (b) Workers' Compensation with statutory limits. Licensee shall cause a current and valid certificate of such policies to be deposited with Licensor prior to the Commencement Date. Said policy shall name Licensee as named insured thereunder and shall name Licensor and, to the extent the following are provided in writing, Licensor's property manager, the holder of any mortgage or like instrument encumbering the Building, and such other parties as may be reasonably requested by Landlord as additional insureds ("Additional Insureds"), all as their respective interest may appear.

(b) Licensee shall indemnify, defend, protect and hold harmless each of Licensor, Licensor's managing agent for the Building, any superior lessors and mortgagees of which Licensor has provided notice to Licensee, and each of their respective direct and indirect partners, officers, shareholders, directors, members, trustees, managers, employees, principals, contractors, invitees, servants, agents and representatives (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, judgments, damages, interest and expenses of any kind or nature (including attorneys' fees and disbursements) to which any Indemnatee may be subject or suffer, whether by reason of, or by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of, or from any work or thing whatsoever done in, any

part of or about the Licensed Area or Building (other than by such Indemnatee) or by Licensee or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee in the Licensed Area of Building during the Term, or as a result of Licensee performing any work or otherwise that subjects any Indemnatee to any Requirement to which such Indemnatee would not otherwise be subject, or arising from any condition of the Building or Licensed Area due to or resulting from any default by Licensee in the keeping, observance or performance of any provision contained in this License or from any act or negligence of Licensee or any employee, agent, contractor, officer, partner, licensee or invitee of Licensee.

10. Assignment/Occupancy – Licensee shall not assign its rights or delegate its duties under this License.

11. License and Not a Lease – This Agreement is not to be construed and shall not be deemed to constitute a lease or a conveyance of the Licensed Area by Licensor to Licensee, or as in any way granting to Licensee any interest in the Licensed Area; it being intended that this Agreement merely grants to Licensee this License to enter upon and use the Licensed Area in accordance with the terms hereof and shall not be deemed to grant to Licensee a leasehold or other real property interest in the Licensed Area.

12. Waiver of Trial by Jury – Licensee and Licensor hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this License. If Licensor commences any summary or other proceeding against Licensee, Licensee shall not interpose any counterclaim of whatever nature or description in any such proceeding. Moreover, Licensee shall not seek to consolidate such proceeding with any other action which may have been or may be brought in any other court by Licensee.

13. End of Term of License – Upon the expiration or earlier termination of the Term, Licensee shall quit and surrender to Licensor the Licensed Area vacant, in good and clean condition, in at least the order and condition as shall have existed on the day immediately preceding the Commencement Date, ordinary wear and tear and damage by casualty excepted, and Licensee shall remove all of its property from therein. If Licensee fails to surrender the Licensed Area in such condition, at Licensee's sole cost and expense, Licensor may elect to perform removal, repairs or any work which Licensee is obligated to make or perform under this License, at Licensee's sole cost. Licensee acknowledges that possession of the Licensed Area must be surrendered to Licensor upon the expiration or earlier termination of this License. If Licensee shall fail to deliver vacant possession of the Licensed Area in the manner required hereunder on or prior to the expiration or earlier termination of the Term, (i) such failure shall not be deemed to extend the Term, and (ii) Licensee shall pay to Licensor upon demand therefor, for each day during which Licensee retains possession of the Licensed Area after such expiration or earlier termination, an amount equal to \$1,000.00 per day, and Licensee shall additionally be responsible to Licensor for all damages (including, without limitation, loss of rent) which Licensor suffers by reason thereof. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies provided herein or at law or in equity. Licensee shall additionally indemnify and hold Licensor harmless from and against all losses, liability, costs and expenses of any kind or nature (including, without limitation, reasonable

attorneys' fees and disbursements and all claims by any succeeding licensee or tenant against Licensor) resulting from or arising out of Licensee's failure to comply with the provisions of this Section. Nothing herein contained shall be deemed to permit Licensee to retain possession of the Licensed Area after the expiration or earlier termination of the Term. The provisions of this Section shall survive the expiration or earlier termination of the Term.

14. Limit of Liability – Neither the partners comprising Licensor, nor the shareholders (nor any of the partners comprising same), partners, directors, officers, trustees, trust beneficiaries, agents or investment managers of any of the foregoing (collectively, the “Parties”) shall be liable for the performance of Licensor's obligations under this License. Licensor's liability for Licensor's obligations under this License shall be limited to Licensor's interest in the real property and Licensee shall not look to any other property or assets of Licensor or the property or assets of any of the Parties in seeking either to satisfy a judgment for Licensor's failure to perform such obligations.

15. No Suit for Damages – Licensee shall not seek to obtain any judgment for damages against use, or any of Licensor's partners, members, managers, shareholders, officers, directors, employees, agents, trustees, beneficiaries and contractors, by reason of a default by Licensor hereunder; it being agreed that Licensee's sole remedy in such event shall be to compel specific performance of the obligations hereunder. In no event and under no circumstances shall Licensor be liable to Licensee for consequential, special, incidental, or punitive damages.

16. Bills and Notices – All bills, statements, consents, notices, demands, requests or other communications given or required to be given under this License shall be in writing and shall be deemed sufficiently given or rendered only if sent by hand (against an affidavit of delivery), by a nationally recognized overnight courier (against a receipt of delivery) or by registered or certified mail (return receipt requested) addressed to the parties in accordance with this Section 16. Notices to Licensee shall be sent to City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, Attn: Brian Platt, Business Administrator. Notices to Licensor shall be sent to 70 Hudson Waterfront, LLC, c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105, Attn: Rajiv Patel, with copies to (i) 70 Hudson Waterfront, LLC, c/o Spear Street Capital, One Market Plaza, Spear Tower, Suite 4125, San Francisco, California 94105, Attn: Asset Manger – 70 Hudson and (ii) 70 Hudson Waterfront, LLC, c/o Spear Street Capital, 450 Lexington Avenue, 39th Floor, New York, New York 10017, Attn: Asset Manger – 70 Hudson.

17. Miscellaneous – This License contains the entire agreement between the parties with respect to the Licensed Area and all prior negotiations and agreements are merged into this License. This License may not be modified or amended, nor any of its provisions waived, except by a written instrument executed by the party against whom enforcement of the modification, amendment or waiver is sought. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original.

18. Rules and Regulations – Licensee shall comply with the reasonable rules and regulations of Licensor related to the use of the Licensed Area.

19. Governing Law – This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Jersey.

20. Security – Licensee shall not permit excessive noise or unruly behavior in or about the Licensed Area. Licensee shall cause at all times at least one Jersey City police officer to be present (i) in the Parking Area and (ii) in the Building Area

21. Parking Area. Licensee shall park its automobiles and other vehicles only where and as designated by Landlord within the Parking Area. Licensee (and anyone acting by or through Licensee) shall comply with all of Licensor’s reasonable rules and regulations related to parking and access to (and use of) the Parking Area. If and when so requested by Licensor, Licensee shall furnish Licensor with the license numbers of any vehicles Licensee is parking in the Parking Area. Licensee shall only use the 20 parking spaces designated by Licensor in the Parking Area. If any vehicle parked by Licensee (and anyone acting by or through Licensee) is in violation of this Agreement, Licensor shall be permitted to tow such vehicles from the Parking Area, without notice, at Licensee’s expense. All vehicles parked by Licensee (and anyone acting by or through Licensee) in the Parking Area shall be removed by the Expiration Date.

22. Counterparts – This Agreement may be executed by facsimile or email/PDF and in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

[no further text on this page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSOR:

70 HUDSON WATERFRONT, LLC

By: _____
Name:
Title:

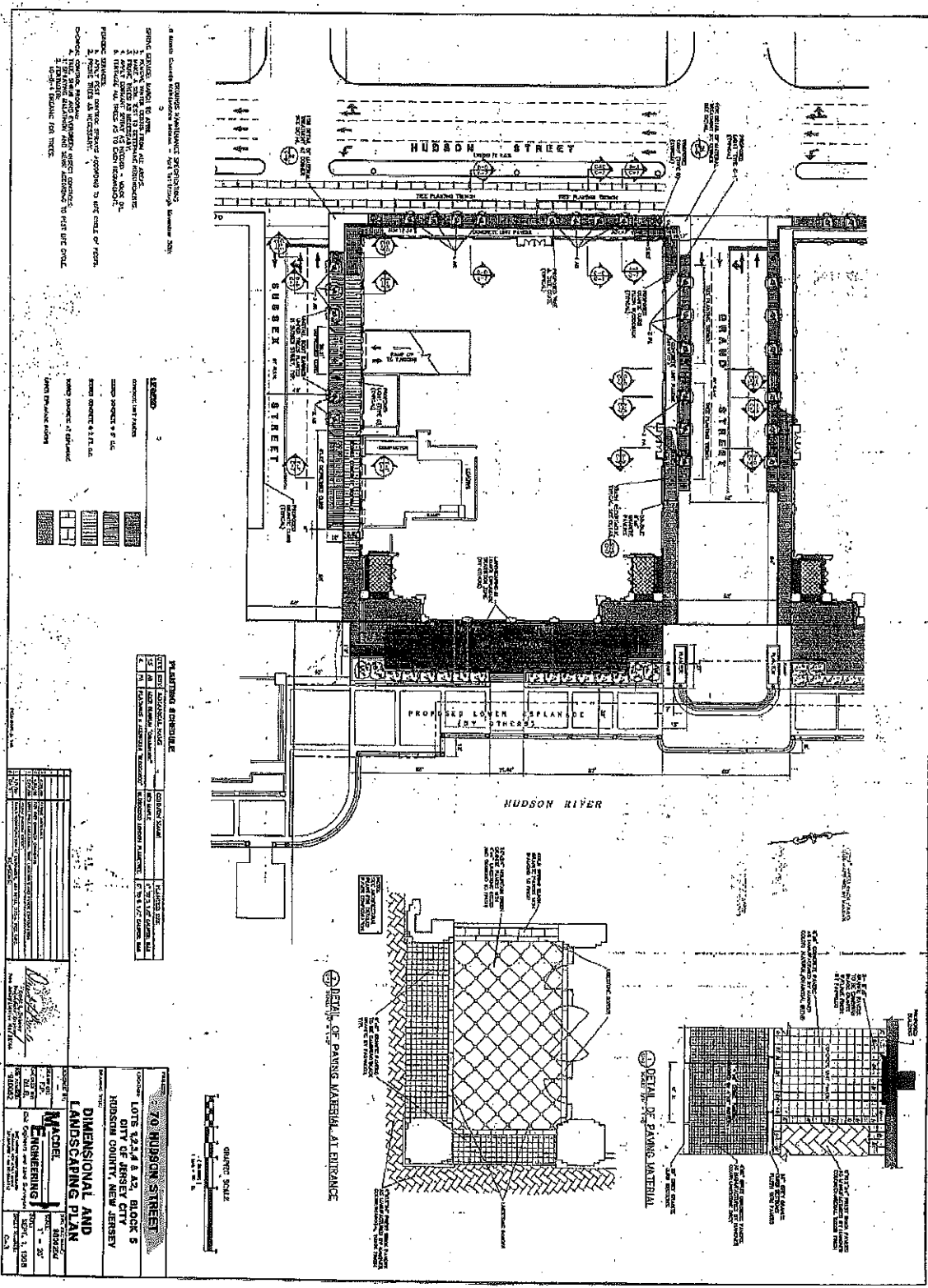
LICENSEE

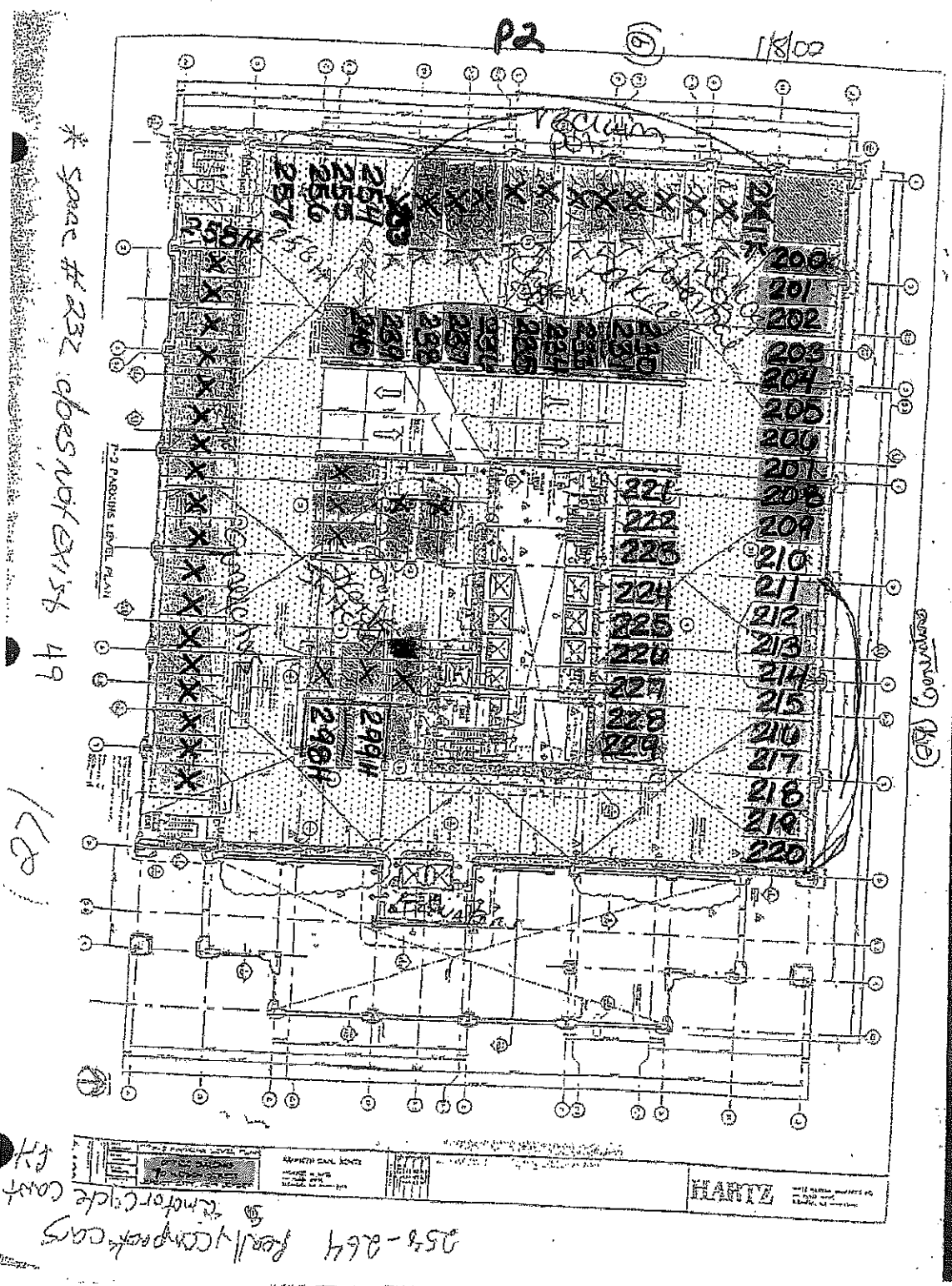
CITY OF JERSEY CITY

By: _____
Name: John Mercer
Title: Acting Business Administrator

By: _____
Name: Robert Byrne
Title: City Clerk

Exhibit A
Licensed Area
see attached





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

City Clerk File No. Res. 19-509

Agenda No. 10.26

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 15 EXCHANGE PLACE CORPORATION, A SUBSIDIARY CORPORATION OF HARTZ MOUNTAIN INDUSTRIES, INC, FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") will be conducting the annual Freedom And Fireworks Celebration on July 4, 2019 near Exchange Place (the "Event"); and

WHEREAS, the City desires to use in connection with the Event various front and rear plazas located at 15 Exchange Place ("Property"); and

WHEREAS, 15 Exchange Place Corporation, a subsidiary corporation of Hartz Mountain Industries, with offices located at 400 Plaza Drive, P.O. Box 1515, Secaucus, NJ 07096-1515 (the "Licensor") is the owner of the Property; and

WHEREAS, Licensor agrees to permit the City to enter onto its Property for the purpose of configuring a beer garden that is accessible to the public, establishing a space for viewing the event and establishing any required staging area in connection with the Event; and

WHEREAS, the License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of Licensor's Property; and

WHEREAS, the License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

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

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto Licensor's Property to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH 15 EXCHANGE PLACE CORPORATION, A SUBSIDIARY CORPORATION OF HARTZ MOUNTAIN INDUSTRIES, INC, FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY'S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

- 3. The term of the License Agreement shall be effective for the date of July 4 through the early morning hours of July 5, 2019.
- 4. The office of Risk Management is authorized to add 15 Exchange Place Corp. and Hartz Mountain Industries, Inc. as "additional insured" parties to the City's insurance policies in accordance with the requirements of the License Agreement attached hereto.

JMcK
6-5-19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

_____ Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 LICENSE AGREEMENT WITH 15 EXCHANGE PLACE CORPORATION, A SUBSIDIARY CORPORATION OF HARTZ MOUNTAIN INDUSTRIES, INC, FOR THE USE OF VARIOUS PROPERTIES IN CONNECTION WITH THE CITY OF JERSEY CITY’S FREEDOM AND FIREWORKS CELEBRATION ON JULY 4, 2019 NEAR EXCHANGE PLACE

Initiator

Department/Division	Office of the Mayor	Cultural Affairs
Name/Title	Christine Goodman	Director
Phone/email	201-547-4303	cgoodman@jcnj.org

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

Resolution Purpose

The City of Jersey City (“City”) will be conducting the annual Freedom And Fireworks Celebration on July 4, 2019 near Exchange Place (the “Event”). The City desires to use in connection with the Event various front and rear plazas located at 15 Exchange Place (“Property”). 15 Exchange Place Corporation, a subsidiary corporation of Hartz Mountain Industries, with offices located at 400 Plaza Drive, Secaucus, NJ 07096-1515 (the “Licensor”) is the owner of the Property. Licensor agrees to permit the City to enter onto its Property for the purpose of configuring a beer garden that is accessible to the public, establishing a space for viewing the event and establishing any required staging area in connection with Fourth of July festivities. The License Agreement requires that the City indemnify Licensor from all risk of loss and/or damage to property or injury to or death of persons arising out of the City’s use of Licensor’s Property. The License Agreement requires that the City provide a Certificate of Insurance that names Licensor as an additional insured.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

LICENSE FOR SITE ACCESS AND INDEMNITY AGREEMENT

THIS AGREEMENT made this ___ day of June 2019, by and between **15 EXCHANGE PLACE CORP.**, (hereinafter "Licensor"), a New Jersey limited liability company, having offices at 400 Plaza Drive, Secaucus, New Jersey 07094, and **THE CITY OF JERSEY CITY**, a New Jersey municipal corporation, having offices at 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor is the fee owner of that certain property known as 15 Exchange Place in the City of Jersey City (the "Premises"); and

WHEREAS, the Licensee has requested permission to enter upon portions of the Premises on July 4, 2019 for the purpose of configuring a beer garden that is accessible to the public, establishing a space for viewing the event and establishing any required staging area in connection with Fourth of July festivities; and

WHEREAS, Licensor is desirous of allowing such use of a portion of the Premises for the aforestated purpose; and

WHEREAS, the parties hereto seek to enter into a License Agreement for Site Access and Indemnity to allow the Licensee, its agents, employees, invitees and licensees, to use the Premises for the aforesaid purpose;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of License:** Licensor on behalf of itself, its divisions, subsidiaries, successors, assigns and affiliates, hereby grants to Licensee, its agents, employees, invitees and licensees, a license to enter upon that portion of the Premises identified in Exhibit 1, attached hereto (the "License Area").

2. **Limitation of Purpose:** The License Area may be entered upon, occupied or used by Licensee, its agents, employees, invitees and licensees, only for configuring a beer garden that is accessible to the public, establishing a space for viewing the event and establishing any required staging area in connection with Licensee's Fourth of July festivities.

3. **Duration and Termination:** Subject to the provisions contained herein, Licensee shall have the rights granted herein at all times on July 4, 2019, and, in addition commencing on July 4, 2019 and through and including the early morning hours of July 5, 2019, during which times Licensee and its agents, employees, invitees and licensees may access the License Area for the purposes of setting up and breaking down and removing all structures, furniture, and other equipment used by Licensee for the permitted uses identified herein. During each day set forth above, Licensee shall have access to and use of the License Area at all times.

4. **Access and Assistance:** Access to the License Area for the purposes stated herein, subject to the license granted by this Agreement, (a) shall be unrestricted at all times on July 4, 2019, and (b) shall be undertaken in a manner which is designed to be least disruptive to the normal business operations of Licensor and Licensor's tenants. Licensee, its agents, employees, invitees and licensees shall have the right to cross the Premises at such locations in such manner as permitted by Licensor, to access the License Area from public roadways, subject to the limitations in clause 4(b) above.

5. **Insurance:** Prior to entry upon the License Area, Licensees shall supply Licensor with an original insurance certificate indicating comprehensive general public liability insurance in respect of the Premises and the conduct and operation of activity thereon, having limits of not less than \$5,000,000 combined single limit per occurrence for bodily injury or death to any one (1) person and for bodily injury or death to any number of persons in any one occurrence, and for property damage, (coverage to include but not be limited to (i) premises operation, completed operations, broad form contractual liability and product liability, (ii) comprehensive automobile, truck and vehicle liability insurance covering all vehicles used by Licensees with limits as stated above and (iii) workmen's compensation, employer's liability and occupational disease insurance as required by statute, but in any event not less than \$500,000 for coverage B covering all damages and injuries arising from each accident or occupational disease. All such policies shall be issued by companies of recognized responsibility, have a Bests Key Rating Guide of not less than A, Class VII, licensed to do business in New Jersey, and all such policies shall contain a provision whereby the same cannot be canceled unless Licensor and any additional insured(s) are given at least thirty (30) days prior written notice of such cancellation. The certificate of insurance to be delivered to Licensor by Licensees shall name Licensor as an additional insured and the following phrase must be typed on the certificate of insurance: "15 Exchange Place Corp. and Hartz Mountain Industries, Inc., and their respective subsidiaries, affiliates, associates, joint ventures, limited liability companies and partnerships, are hereby named as additional insureds as their interests may appear. It is intended for this insurance to be primary and noncontributing."

6. **Indemnity:** Licensee hereby agrees to hold harmless and indemnify Licensor and any of its directors, officers, partners, executives, parents, agents, affiliates, subsidiaries and divisions, and each of their heirs, successors and assigns (collectively the "Indemnitees") from any

and all claims, suits, demands, damages, charges, liabilities, losses, costs and expenses including attorneys fees arising, or allegedly arising, from or out of (a) any and all operations performed by Licensee, its agents, employees, invitees and licensees, whether or not any acts, errors, omissions, or negligence of any of the Indemnitees contributed thereto in whole or in part, (b) any injury to or death of, any person or persons, or damage to or destruction of property, occurring wholly or in part in connection with or resulting from the operations of Licensee, its agents, employees, invitees and licensees, whether or not any acts, errors, omissions or negligence of any of the Indemnitees contributed thereto in whole or in part (c) any breach or default of this Agreement by Licensee, its agents, employees, invitees and licensees, whether or not any acts, errors, omissions or negligence of any of the Indemnitees contributed thereto in whole or in part, or (d) any injury or death of any person or persons or damage to or destruction of property, occurring wholly or in part in connection with the operation of any motor vehicle on the Premises by Licensee, its agents, employees, invitees or licensees, whether or not any of the Indemnitees contributed thereto.

7. **Clean-up and Restoration:** Prior to the expiration of this License for Site Access and Indemnity, Licensee shall remove all of Licensee's structures, furniture and equipment, and clean and restore Licensor's lands to the same condition they were in prior to the commencement of Licensees' use, including but not limited to the removal from the Premises of any and all litter, garbage, and debris.

8. **Survival of Indemnity:** The indemnities made herein by Licensees shall survive the termination of this Agreement.

9. **Non-Liability of Licensor:** Licensor shall have no obligation to secure or maintain the License Area. Licensee, on its behalf and on behalf of its agents, employees, invitees and licensees, hereby waives all claims against Licensor and its employees and affiliates and

hereby releases Licensor and its employees and affiliates from any claims arising from any property damage or loss or personal injury resulting from Licensee's activities at the Premises.

10. **Revocation of License:** In the event of a breach by the Licensee of any of the covenants, conditions, or representations contained herein, the License granted by this Agreement shall be immediately revoked upon Licensee's receipt of notice from Licensor; and Licensor shall retain all rights and remedies available at law or in equity.

11. **Execution in Counterparts:** The parties acknowledge and agree that this Agreement may be signed in multiple counterparts with each counterpart having the same evidentiary force and effect as if all of said counterparts were one and the same document.

12. **Governing Law:** This Agreement shall be governed by and in accordance with the laws for the State of New Jersey.

13. **Amendment:** No agent, executive or other representative of either party is empowered to alter or amend any of the terms of this Agreement, unless such alteration and/or Amendment is in writing and has been signed by an authorized representative of both parties. This provision cannot be orally waived.

14. **Benefit:** Anything to the contrary notwithstanding, the terms and conditions of this Agreement and the rights and obligations created as a result thereof shall be binding upon and inure to the benefit of the parties hereto, their officers, directors, agents, executives, their respective heirs, executors, administrators, successors, assigns, designees and contractors.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AGREED TO AND ADOPTED BY:

LICENSOR:
15 EXCHANGE PLACE CORP.

By: _____
Name:
Title:

LICENSEE:
CITY OF JERSEY CITY

By: _____
Name: John Mercer
Title: Acting Business Administrator

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

City Clerk File No. Res.19-510

Agenda No. 10.27

Approved: JUN 12 2019

TITLE:



RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 28204 LOT 41, 166 DANFORTH AVENUE

COUNCIL offered and moved adoption of the following
Resolution:

WHEREAS, the City is the owner of the property known as Block 28204 Lot 41, 166 Danforth Avenue; and

WHEREAS, the property is vacant land adjacent to Public School #20; and

WHEREAS, the Jersey City Public Schools have been utilizing the property for parking for personnel of Public School #20 since November 1992; and

WHEREAS, the City will continue to grant permission to the Jersey City Public Schools to allow the personnel of Public School #20 to park at the property for an additional one year commencing on July 1, 2019 and ending on June 30, 2020; and

WHEREAS, the Jersey City Public Schools will indemnify and hold the City and its officers agent and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public Schools' occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute the License Agreement with the Jersey City Public Schools to utilize City-owned property located at Block 28204 Lot 41, 166 Danforth Avenue.
2. The term of the License Agreement shall commence on July 1, 2019 and end on June 30, 2020.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM P.R. 5-28-19

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required
Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature] Rolando R. Lavarro, Jr., President of Council [Signature] Robert Byrne, City Clerk



THE JERSEY CITY PUBLIC SCHOOLS

346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07305
(201) 915-6274
(201) 938-1142 FAX



Regina Robinson
Business Administrator / Board Secretary

EMAIL: reginarobinson@jcboe.org

May 1, 2019

Ann Marie Miller, Real Estate Manager
City of Jersey City
Division of Real Estate
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
Block 14602 lot 27, 198 Plainfield Avenue/AKA 278-288 Duncan Avenue
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

The Jersey City Board of Education desires to renew the above referenced License Agreements for the period of July 1, 2019 through June 30, 2020.

Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Regina Robinson".

Regina Robinson

HRB:rc

c: Franklin Walker, Acting Superintendent

LICENSE AGREEMENT

This Agreement is made this _____ day of _____, 2019, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOLS, "City" or "Licensor" with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

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,

1. The City is the owner of certain property located at Block 28204 Lot 41, 166 Danforth Avenue(Property).
2. The City agrees to permit the Licensee to enter the Property for no consideration for a period not to exceed commencing on July 1, 2019 and ending on June 30, 2020.
3. The City reserves the right to terminate the agreement upon sixty (60) days advance written notice to the Licensee.
4. The Licensee shall use the Property for the sole purpose of parking for personnel of Public School #20.
5. The Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Licensee or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Licensee shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability & Automobile Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:
 - a) Commercial General Liability in the amount of \$1,000,000. per occurrence and \$2,000,000. in aggregate; including Products & Completed Operations coverage.
 - b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000. Automobile Liability in the amount of \$1,000,000. combined single limit, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used in the course of the project and/or contact work.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Licensee 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 City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Licensee shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.
9. Any equipment installed or used by the Licensee in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Licensee, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Licensee, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Licensee shall each provide in writing to the City the names of two (2) authorized representatives of the Licensee, as the case may be, 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, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

City: **City of Jersey City**
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Jersey City Public Schools **Jersey City Public Schools**
346 Claremont Avenue
Jersey City, New Jersey 07305

13. The Licensee shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Licensee, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**BRIAN PLATT
BUSINESS ADMINISTRATOR**

WITNESS:

JERSEY CITY PUBLIC SCHOOLS

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 EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 28204 LOT 41, 166 DANFORTH AVENUE

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	Annmarie@jcnj.org

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

Resolution Purpose

The City is the owner of a vacant lot located at 166 Danforth Avenue. This lot is adjacent to Public School #20. The Jersey City Public Schools have been utilizing the property for parking for personnel of Public School #20 since November 1992. The Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any claims and all claims or personal injury and property damage arising out the Jersey City Public Schools occupancy and use of the property. The License Agreement is for an additional year from July 1, 2019 to June 30, 2020.

I certify that all the facts presented herein are accurate.

Signature of Department Director

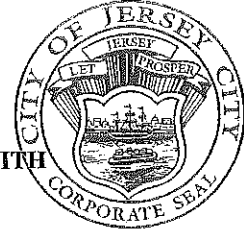
Date

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

City Clerk File No. Res. 19-511

Agenda No. 10.28

Approved: JUN 12 2019



TITLE: **RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14305 LOT 8, 93 GRAND STREET**

COUNCIL offered and moved adoption of the following
Resolution:

WHEREAS, the City is the owner of the property known as Block 14305 Lot 8, 93 Grand Street; and

WHEREAS, the property is vacant land that is part of Paulus Hook Park and is adjacent to Public School #16; and

WHEREAS, the Jersey City Public Schools is requesting permission from the City to continue to utilize the property for recess activities for students from Public School #16 commencing on July 1, 2019 and ending on June 30, 2020; and

WHEREAS, the City reserves the right to terminate the License Agreement at will upon thirty (30) days advance written notice to the Jersey City Public Schools, and

WHEREAS, the Jersey City Public Schools have been utilizing the property since July 2013; and

WHEREAS, the Jersey City Public Schools will indemnify and hold the City and its officers, agents, and employees harmless from any and all claims of personal injury and property damage arising out of the Jersey City Public Schools' occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute the License Agreement attached hereto with the Jersey City Public Schools to utilize City-owned property located at Block 14305 Lot 8, 93 Grand Street
2. The term of the License Agreement shall commence on July 1, 2019 and end on June 30, 2020.
3. The City reserves the right to terminate the agreement at will upon thirty (30) days advance written notice to the Jersey City Public Schools.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM P.R. 5.28-14
 APPROVED: [Signature] [Signature]
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk



THE JERSEY CITY PUBLIC SCHOOLS

346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07305
(201) 915-6274
(201) 938-1142 FAX



Regina Robinson
Business Administrator / Board Secretary

EMAIL: reginarobinson@jcboe.org

May 1, 2019

Ann Marie Miller, Real Estate Manager
City of Jersey City
Division of Real Estate
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
Block 14602 lot 27, 198 Plainfield Avenue/AKA 278-288 Duncan Avenue
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

The Jersey City Board of Education desires to renew the above referenced License Agreements for the period of July 1, 2019 through June 30, 2020.

Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Regina Robinson".

Regina Robinson

HRB:rc

c: Franklin Walker, Acting Superintendent

LICENSE AGREEMENT

This Agreement is made this day of , 2019, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as “City” or “Licensor” and the JERSEY CITY PUBLIC SCHOOLS , with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as “Licensee”.

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:

1. The City is the owner of certain property located at Block 14305 Lot 8 93 Grand Street (Property).
2. The City agrees to permit the Licensee to enter the Property for no consideration for a period commencing on July 1, 2019 and ending on June 30, 2020.
3. The City reserves the right to terminate the agreement at will upon thirty (30) days advance written notice to the Licensee.
4. The Licensee use of the Property shall be for the sole purpose of recess activities for students from Public School #16.
5. The Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Licensee or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Licensee shall maintain sufficient insurance to protect against all claims under Workmen’s Compensation, General Liability & Automobile Liability and shall be subject to approval for adequacy of protection.
Insurance requirements are as follows:
 - a) Commercial General Liability in the amount of \$1,000,000. per occurrence and \$2,000,000. in aggregate; including Products & Completed Operations coverage.
 - b) Workers Compensation with NJ statutory limits and Employer’s Liability in the amount of \$1,000,000.
Automobile Liability in the amount of \$1,000,000. combined single limit, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used in the course of the project and/or contact work.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Licensee 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 City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Licensee shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.
9. Any equipment installed or used by the Licensee in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Licensee, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Licensee, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Licensee shall each provide in writing to the City the names of two (2) authorized representatives of the Licensee, as the case may be, 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, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

City:	City of Jersey City Business Administrator City Hall 280 Grove Street Jersey City, New Jersey 07302
--------------	--

Jersey City Public Schools	Jersey City Public Schools 346 Claremont Avenue Jersey City, New Jersey 07305
---------------------------------------	--

13. The Licensee shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Licensee, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**BRIAN PLATT,
BUSINESS ADMINISTRATOR**

WITNESS:

JERSEY CITY PUBLIC SCHOOLS

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 EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14305 LOT 8, 93 GRAND STREET

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

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

Resolution Purpose

THE CITY IS THE OWNER OF A VACANT LOT LOCATED AT 93 GRAND STREET. THIS LOT IS PART OF PAULUS HOOK PARK AND IS ADJACENT TO PUBLIC SCHOOL #16. THE JERSEY CITY PUBLIC SCHOOLS HAVE BEEN UTILIZING THE PROPERTY SINCE JULY 2013 FOR RECESS ACTIVITIES FOR STUDENTS FROM PUBLIC SCHOOL #16. THE JERSEY CITY PUBLIC SCHOOLS WILL INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY CLAIMS AND ALL CLAIMS OR PERSONAL INJURY AND PROPERTY DAMAGE ARISING OUT OF THE JERSEY CITY PUBLIC SCHOOLS OCCUPANCY AND USE OF THE PROPERTY. THE LICENSE AGREEMENT IS FOR AN ADDITIONAL YEAR FROM JULY 1, 2019 TO JUNE 30, 2020.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 19-512

Agenda No. 10.29

Approved: JUN 12 2019

TITLE:



RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14602 LOT 27, 198 PLAINFIELD AVENUE

Council offered and moved adoption of the
following Resolution :

WHEREAS, the City is the owner of the property known as Block 14602 Lot 27, 198 Plainfield Avenue; and

WHEREAS, the property is vacant land adjacent to Public School # 39; and

WHEREAS, the Jersey City Public Schools have been utilizing the property for parking for personnel of Public School # 39 since November 1992; and

WHEREAS, the City will continue to grant permission to the Jersey City Public Schools to allow the personnel of Public School # 39 to park at property for an additional one year commencing on July 1, 2019 and ending on June 30, 2020; and

WHEREAS, the Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public Schools' occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute the License Agreement attached hereto with the Jersey City Public Schools to utilize City-owned property located at Block 14602 Lot 27, 198 Plainfield Avenue.
2. The term of the License Agreement shall commence on July 1, 2019 and end June 30, 2020.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM R.R.
5-28-19

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								6.12.19			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



THE JERSEY CITY PUBLIC SCHOOLS

346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07305
(201) 915-6274
(201) 938-1142 FAX



Regina Robinson
Business Administrator / Board Secretary

EMAIL: reginarobinson@jcboe.org

May 1, 2019

Ann Marie Miller, Real Estate Manager
City of Jersey City
Division of Real Estate
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
Block 14602 lot 27, 198 Plainfield Avenue/AKA 278-288 Duncan Avenue
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

The Jersey City Board of Education desires to renew the above referenced License Agreements for the period of July 1, 2019 through June 30, 2020.

Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Regina Robinson", written over a horizontal line.

Regina Robinson

HRB:rc

c: Franklin Walker, Acting Superintendent

LICENSE AGREEMENT

This Agreement is made this _____ day of _____, 2019 between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as “City or “Licensor” and the JERSEY CITY PUBLIC SCHOOLS, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as “Licensee”.

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,

1. The City is the owner of certain property located at Block 14602 Lot 27 198 Plainfield Avenue (Property).
2. The City agrees to permit the Licensee to enter the Property for no consideration for a period commencing on July 1, 2019 and ending on June 30, 2020.
3. The City reserves the right to terminate the agreement upon sixty (60) days advance written notice to the Licensee.
4. The Licensee shall use of the Property shall be for the sole purpose of parking for the personnel of Public School # 39.
5. The Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Licensee or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Licensee shall maintain sufficient insurance to protect against all claims under Workmen’s Compensation, General Liability & Automobile Liability and shall be subject to approval for adequacy of protection.
Insurance requirements are as follows:
 - a) Commercial General Liability in the amount of \$1,000,000. per occurrence and \$2,000,000. in aggregate; including Products & Completed Operations coverage.
 - b) Workers Compensation with NJ statutory limits and Employer’s Liability in the amount of \$1,000,000.
Automobile Liability in the amount of \$1,000,000. combined single limit, for bodily injury and property damage, covering all owned, non-owned and//or hired automobiles used in the course of the project and/or contact work.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Licensee 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 City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Licensee shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.
9. Any equipment installed or used by the Licensee in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Licensee, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Licensee, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Licensee shall each provide in writing to the City the names of two (2) authorized representatives of the Licensee, as the case may be, 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, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

City: **City of Jersey City**
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Jersey City **Jersey City Public Schools**
Public Schools **346 Claremont Avenue**
Jersey City, New Jersey 07305

13. The Licensee shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Licensee, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, hereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**BRIAN PLATT
BUSINESS ADMINISTRATOR**

WITNESS:

JERSEY CITY PUBLIC SCHOOLS

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 EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14602 LOT 27, 198 PLAINFIELD AVENUE

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

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

Resolution Purpose

The City is the owner of a vacant lot located at 198 Plainfield Avenue. This lot is adjacent to Public School #39. The Jersey City Public Schools have been utilizing the property for parking for personnel of Public School #39 since November 1992. The Jersey City Public Schools will indemnify and hold the City and its officers, agents and employees harmless from any claims and all claims or personal injury and property damage arising out the Jersey City Public Schools occupancy and use of the property. The License Agreement is for an additional year from July 1, 2019 to June 30, 2020.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 19-513

Agenda No. 10.30

Approved:

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH CONSOLIDATED RAIL CORPORATION ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY CONSOLIDATED RAIL TO PAINT MURALS AND REMOVE GRAFFITI ON TRAIN TRESTLES LOCATED AT GRAND STREET, GARFIELD STREET, PACIFIC AVENUE, MONTGOMERY STREET, NEWARK AVENUE, AND JOHNSTON STREET

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City ("City") implemented a Mural Arts Program as part of its Keep America Beautiful Project; and

WHEREAS, the purpose of the Mural Arts Program is to utilize the City's vast visual arts community to beautify the City and promote cultural awareness; and

WHEREAS, the Mural Arts Program is also a method of graffiti removal and a deterrent that helps discourage the application of unsightly graffiti to properties throughout the City; and

WHEREAS, Consolidated Rail Corporation ("Conrail") owns the train trestles that the City desires to paint murals on; and

WHEREAS, the City desires to remove graffiti from and paint murals on the following surfaces: both sides of the trestle and associated retaining walls that are part of Conrail's National Docks Secondary as it crosses over the following four (4) roads: County Route 612, Wayne Street, Bright Street and Avenue C in Jersey City, NJ.

WHEREAS, Conrail agrees to execute the attached amendment to the license agreement granting the City access to the above train trestles for graffiti removal and mural painting.

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

1. The City is authorized to enter onto Conrail owned properties that are part of Conrail's National Docks Secondary as it crosses over the following four (4) roads: County Route 612, Wayne Street, Bright Street and Avenue C in Jersey City, NJ; and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

City Clerk File No. Res. 19-513

Agenda No. 10.30

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH CONSOLIDATED RAIL CORPORATION ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY CONSOLIDATED RAIL TO PAINT MURALS AND REMOVE GRAFFITI ON TRAIN TRESTLES LOCATED AT GRAND STREET, GARFIELD STREET, PACIFIC AVENUE, MONTGOMERY STREET, NEWARK AVENUE, AND JOHNSTON STREET

- 3. The term of the License Agreement shall be effective upon execution of the License Agreement by City officials and shall continue in perpetuity.

JMK
5/31/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

_____ Corporation Counsel

Certification Required

Not Required

WITHDRAWN

RECORD OF COUNCIL VOTE ON FIR											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				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 A LICENSE AGREEMENT WITH CONSOLIDATED RAIL CORPORATION ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY CONSOLIDATED RAIL TO PAINT MURALS AND REMOVE GRAFFITI ON TRAIN TRESTLES LOCATED AT GRAND STREET, GARFIELD STREET, PACIFIC AVENUE, MONTGOMERY STREET, NEWARK AVENUE, AND JOHNSTON STREET

Initiator

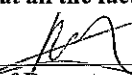
Department/Division	Department of Public Works	<i>JC Mural Arts Program</i>
Name/Title	Brooke Hanson	Director
Phone/email	(201) 687-7019	Bhanson@icnj.org

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 onto Conrail owned properties that are part of Conrail's National Docks Secondary as it crosses over the following four (4) roads: County Route 612, Wayne Street, Bright Street and Avenue C in Jersey City, NJ.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/31/19

Date

EXHIBIT A

CONSOLIDATED RAIL CORPORATION
LICENSE PERMITTING MURALS ON SIDES OF RAILROAD TRESTLE
SECOND AMENDMENT

This Second Amendment to the License Agreement is made as of _____, 2019, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (the "City") and Consolidated Rail Corporation, a Pennsylvania corporation whose address is 1717 Arch Street, Suite 1310, Philadelphia, PA 19103 hereinafter called "CONRAIL."

WHEREAS, the City and CONRAIL entered into a License Agreement, dated September 3, 2014, that granted the City permission to enter property owned by Conrail to remove graffiti and paint murals on CONRAIL's train trestles located at Grand Street, Garfield Avenue, Pacific Avenue, Montgomery Street, Newark Avenue, and Johnston Avenue; and

WHEREAS, the parties amended the License Agreement so that the City may paint murals on the concrete portion of six pillars supporting CONRAIL's railroad structure on the north side of Grand Street up to Colden Street ("First Amendment"); and

NOW, THEREFORE, in consideration of the promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the License Agreement dated September 3, 2014 in the following manner:

1. The parties hereby agree that the City shall have permission to enter CONRAIL'S property to paint murals on the following surfaces: both sides of the trestle and associated retaining walls that are part of CONRAIL'S National Docks Secondary as it crosses over the following ~~three-four~~ (43) roads: County Route 612, Wayne Street, Bright Street and Avenue C in Jersey City, NJ,
2. The City of Jersey City shall request exact dates and times during which this work shall occur at least thirty (30) days prior to commencement of painting. Once dates and times are accepted by CONRAIL in writing, CONRAIL'S engineering

department will provide a flagman during such dates and times as protection for painters. This shall in no way permit any employee of Jersey City, its subsidiaries and/or affiliates to enter CONRAIL property at any time.

- 3. The parties hereby further agree that all other terms, covenants, conditions, rights and liabilities of the parties as set forth in the License Agreement dated September 3, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on the date first above written.

WITNESS

CONSOLIDATED RAIL CORPORATION

By: _____
Name:
Title:

WITNESS

CITY OF JERSEY CITY

By: _____
Name:
Title:

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

City Clerk File No. Res. 19.514

Agenda No. 10.31

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MUNICIPAL SERVICES AGREEMENT WITH THE PORT LIBERTE HOMEOWNERS ASSOCIATION, INC. PURSUANT TO THE MUNICIPAL SERVICES ACT, N.J.S.A. 40:67-23.2 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE CERTAIN SERVICES OR REIMBURSEMENTS FOR SERVICES

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et seq., (Municipal Services Act), the City of Jersey City (City) is required to provide certain services, or reimbursements therefore, for snow and ice removal, for street lighting, for garbage collection, for collection of recyclable and leaf materials, and for solid waste disposal for qualified private communities, provided they are not recipients of a tax abatement or exemption; and

WHEREAS, the Port Liberte Homeowners Association, Inc. (PLH Association) entered into a tax abatement agreement with the City that expired on January 1, 2017 for Phase I of the Port Liberte Redevelopment Project (Port Liberte Condo 1); and

WHEREAS, the City has determined that the PLH Association is a "qualified private community" as defined in N.J.S.A. 40:67-23.2 of the Municipal Services Act; and

WHEREAS, pursuant to N.J.S.A. 40:67-23.3, the City is required to reimburse the PLH Association for the cost of the electricity for street lights, but is not required to reimburse the PLH Association for the cost of installation, maintenance or wiring of street lamps; and

WHEREAS, the City may elect to reimburse the PLH Association for a portion of the costs of additional municipal services pursuant to N.J.S.A. 40:67-23.3; and

WHEREAS, the City will be providing solid waste disposal services, recyclables, leaf, garbage collection, and street cleaning services and will be reimbursing the PLH Association for snow removal services; and

WHEREAS, the reimbursement rates for snow removal services are set forth in the Municipal Services Agreement attached hereto; and

WHEREAS, the amounts that the City is required to reimburse the PLH Association for street lighting services is \$3,266.64 for 2017 and \$3,266.64 for 2018 for a total of \$6,533.28, and the total amounts that the City is required to reimburse the PLH Association for snow removal services is \$7,976.40 for 2017 and \$8,914.80 for 2018 for a total of \$16,891.20 which the City will pay by means of an NC voucher; and

WHEREAS, funds for the 2017 and 2018 payments in the amount of \$23,424.48 are available in unclassified account no. 19-01-203-31-430-303, NC voucher no. B087730; and

WHEREAS, reimbursement funds for the 2019 calendar year and subsequent calendar years will be provided for in the City's Department of Public Works annual budgets.

(continued on page 2)

City Clerk File No. Res. 19-514

Agenda No. 10.31

TITLE: **JUN 12 2019**

RESOLUTION AUTHORIZING THE EXECUTION OF A MUNICIPAL SERVICES AGREEMENT WITH THE PORT LIBERTE HOMEOWNERS ASSOCIATION, INC. PURSUANT TO THE MUNICIPAL SERVICES ACT, N.J.S.A. 40:67-23.2 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE CERTAIN SERVICES OR REIMBURSEMENTS FOR SERVICES

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 Municipal Services Agreement attached hereto with the Port Liberte Homeowners Association, Inc. (PLH Association) for providing the PLH Association with the services that the City of Jersey is required to provide pursuant to the Municipal Service Act, N.J.S.A. 40:67-23.2 et seq.;

2) Pursuant to the Municipal Services Act, the Municipal Services Agreement with the PLH Association shall be effective as of January 1, 2017 and shall automatically be renewed each year unless terminated or modified by the mutual consent of the parties; and

3) The Fiscal Officer for the Department of Public Works is authorized to prepare an NC voucher in the amount of \$23,424.48 to reimburse the PLH Association for the cost of street lighting and snow removal services from January 1, 2017 through December 31, 2018.

RR
5-28-19

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

RR
6-3-19

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 EXECUTION OF A MUNICIPAL SERVICES AGREEMENT WITH THE PORT LIBERTE HOMEOWNERS ASSOCIATION, INC. PURSUANT TO THE MUNICIPAL SERVICES ACT, N.J.S.A. 40:67-23.2 ET SEQ. FOR THE CITY OF JERSEY CITY TO PROVIDE CERTAIN SERVICES OR REIMBURSEMENTS FOR SERVICES

Project Manager

Department/Division	Public Works	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@JCNJ.ORG

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

The Port Liberte Homeowners Association, Inc. became eligible for certain services and reimbursement for services to be provided by the City of Jersey City under the Municipal Services Act effective Jan. 1, 2017 because the tax abatement ended. The reimbursements include street lighting and snow removal.

Cost (Identify all sources and amounts)

Unclassified Operating Account #19-01-203-430-303
NC Voucher # B087730
\$23,424.48

Contract term (include all proposed renewals)

The term is one year from Jan. 1, 2017 – Dec. 31, 2017 and one year from Jan. 1, 2018 – Dec. 31, 2018

Type of award

Reimbursement Agreement

If "Other Exception", enter type

[Empty box for "Other Exception" type]

Additional Information

[Large empty box for additional information]

I certify that all the facts presented herein are accurate.

Signature of Department Director *05/30/19.*
Signature of Department Director Date

Signature of Purchasing Director

Date

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF JERSEY CITY
AND
PORT LIBERTE HOMEOWNERS ASSOCIATION, INC FOR PORT LIBERTE 1**

THIS AGREEMENT effective on the _____ day of _____, 2019, by and between the **CITY OF JERSEY CITY**, a Corporate Body Politic of the State of New Jersey, having offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 ("City")

and **PORT LIBERTE HOMEOWNERS ASSOCIATION, INC FOR PORT LIBERTE** having offices at 12 Chapel Avenue , Jersey City, NJ 07305 ("the Association")

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et seq., [Municipal Services Act] and any amendments thereto, municipalities are required to provide certain services, or reimbursements therefore, for snow and ice removal, street lighting, garbage collection and collection of recyclable and leaf materials and solid waste disposal for qualified private communities, provided they are not recipients of a tax abatement or exemption; and

WHEREAS, the Association entered into a tax abatement agreement with the City that expired on January 1, 2017; and

WHEREAS, the governing body of the City of Jersey City has determined that the Association is a "qualified private community" as defined in N.J.S.A. 40:67-23.2 of the Act; and

WHEREAS, pursuant to N.J.S.A. 40:67-23.3, the City is required to reimburse the Association for the cost of the electricity for street lights, but is not required to reimburse for the cost of installation, maintenance or wiring of street lamps; and

WHEREAS, the City may elect to reimburse the Association for a portion of the costs of additional municipal services pursuant to N.J.S.A. 40:67-23.8.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED: The City, in accordance with the requirements of the Act, shall provide the following services to the Association:

A. Collection of Solid Waste, Recyclables and Leaves; and Street Cleaning.

(i) Solid Waste and Recyclables - The City shall provide for the disposal of solid waste and recyclables from dumpster(s) or disposal/recyclable centers within the Association on the same schedule followed for residential properties within the City.

(ii) Leaf Collection and Storm Sewer Cleaning - The City shall provide for the

collection and removal of leaves and the cleaning of storm sewers on the same schedule followed for residential properties within the City.

(iii) Street Cleaning - The City shall provide street cleaning up to two (2) times per month upon request to the Jersey City DPW c/o Director, 13-15 Linden Avenue East, Third Floor, Jersey City, NJ 07305.

B. Removal of Snow and Ice from Streets.

The City will reimburse the Association for the cost of removing snow and ice from the Association's streets, as follows:

(i) Documents Required - On or before May 1st of each year, the Association shall submit to the City a voucher, on a form to be provided by the City, attaching all invoices and paid receipts, demonstrating to the City the actual costs incurred and paid for by the Association for snow and ice removal during the preceding snow season. The Association shall also submit a copy of the contract for the snow and ice removal for the previous snow season, and any bids or quotes therefore, with its reimbursement request. In any year, the City may demand an accounting of all reimbursements for the preceding snow season October 1 – April 30, and the Association shall refund the City any payments in excess of the amounts actually expended or contractually committed by the qualified private community during the accounting period

(ii) Rate of Reimbursement - The reimbursement shall be equal to the Association's actual costs, but in no event more than \$7,038.00 for 2"-9" of snowfall; \$7,507.20 for 10"-19" of snowfall; \$7,976.40 for 20"-29" of snowfall, and \$8,914.80 for 30" or more of snowfall. In the event of total snowfall exceeding 30", an additional amount up to, but not exceeding \$5,000.00, may be provided by the City, at its sole discretion.

(iii) Indemnifications - The Association agrees to insure that its contractor assumes all risk of loss or damage to property or personal injury to or death of persons arising from or related to the snow and ice removal services for which the Association is entitled to seek reimbursement under this Agreement; and to cause its contractor(s) to defend, indemnify and hold harmless the City against any and all claims, suits, causes of action, demands or damages of whatsoever kind or nature arising out of or claimed to arise out of the contractor's work under this Agreement. The foregoing indemnifications include costs of suit and reasonable attorneys' fees. -The City shall be named as an additional insured and a copy of the Certificates of Insurance shall be submitted to the City within 10 days of the Association's award of any contract to a contractor and, as to the Association, upon the execution of this Agreement.

(iv) Property Subject to Snow and Ice Removal Reimbursement - The City shall reimburse the Association for snow and ice removal from Association streets only. The City shall not reimburse the Association for snow and ice removal from any sidewalks, parking areas, driveways or any other areas not within the curb line of a street.

C. Lighting of Streets.

The City will reimburse the Association for the cost of street lighting on the Association's streets, as follows:

(i) Electricity for Street Lighting – Prior to the separate metering or tracking of the electricity usage of the Association's private street lighting, the City shall reimburse the Association for the cost of electricity usage of the street lamps based on the estimate by PSE&G of \$3.49 per light per month for the total of 78 street lights. The total reimbursement will be multiplying 78 lights by the monthly rate of \$3.49 per light results in a total of \$272.22 per month or \$3,266.64 per year. It will not include the street light poles which are not owned and serviced by PSE&G or for the cost of unmetered charges defined in Section D. The Association shall open and maintain its own account with PSE&G or whatever other service provider it chooses by January 1, 2017. As verified by the City there are 78 existing street lights within the boundaries of Port Liberte Condominium 1 for the purposes of the formula. All street lights must remain operable and be maintained by the Association.

(ii) Documents Required – On a quarterly basis, the Association shall submit to the City a voucher, on a form to be provided by the City, attaching all invoices and paid receipts, demonstrating to the City the actual costs incurred and paid for by the Association for electricity for street lighting within the Association during the preceding month. In any calendar year, the City may demand an accounting by the Association of the money provided, and the Association shall refund the City any payments in excess of the amounts actually expended or contractually committed by the qualified private community during the accounting period.

(iii) Waiver of Prior Claims - The City waives and releases any and all claims against the Association, its Board of Directors, individual directors and managing agents for any and all costs paid by the City in any way associated with or related to street lighting prior to the effective date of this agreement.

D. Additional Specified Municipal Services.

The City will make payment to the Association in lieu of providing services listed in paragraph D (ii), as follows:

(i) Payment In Lieu of Providing Other Specified Services – In lieu of providing additional specified municipal services listed below in subparagraph D (ii), the City shall reimburse the Association an amount of \$3.49 monthly per street light for the 78 street lights for a total of \$3,266.64 annually associated with the street lighting in the Association. For purpose of this Section D., the term “unmetered charges” shall be defined as any and all costs, fees, or charges of any kind relating to street lighting, other than electricity charges.

(ii) Additional Specified Services – The City shall not be required to provide or perform the following additional municipal services, which shall be undertaken by the Association, and the Association shall be reimbursed by the City for the Association's costs for providing these additional services, consistent with subparagraph D(i): street repaving, pothole repair, striping of streets/crosswalks, installation/maintenance of street and traffic

signage, tree trimming along streets, maintenance, repair or replacement of recreational facilities, and fire hydrant – testing, painting, maintenance and replacement.

(iii) Documents Required – On a quarterly basis, the Association shall submit to the City a voucher, on a form to be provided by the City, attaching all invoices and paid receipts, demonstrating to the City the actual costs incurred and paid for by the Association for unmetered electric charges associated with the street lighting in the Association for the preceding year. In any calendar year, the City may demand an accounting by the Association of the money provided, and the Association shall refund the City any payments in excess of the amounts actually expended or contractually committed by the qualified private community during the accounting period.

2. Reimbursement for expenses.

The City's obligation to either provide the services or reimburse the Association for the services described in Section 1 of this Agreement commenced upon the expiration of the tax abatement agreement on January 1, 2017.

The City agrees to pay the Association the following reimbursement amounts for the Association's expenses from January 1, 2017 through December 31, 2017:

- a) Removal of snow and ice from streets: \$7,976.40
- b) Lighting of Streets: \$3,266.64

The City agrees to pay the Association the following reimbursement amounts for the Association's expenses from January 1, 2018 through December 31, 2018:

- a) Removal of snow and ice from streets: \$ 8,914.80
- b) Lighting of Streets:\$3,266.64

3. Term. This Agreement shall commence on the date appearing above and shall terminate as of December 31, 2018, but shall automatically renew each year, subject to the City's appropriation of the required funds, unless terminated or modified with the mutual consent of the parties.

4. Property Access. The Association hereby conveys to the City, its employees and agents, access and a license to any Association property necessary or appropriate to enable the City to carry out its responsibilities under Section 1(A) of this Agreement. Should the City, its employees and agents, require access to the Association's property for any reason other than to carry out its responsibilities under Section 1(A) of this Agreement, 24 hours' advanced notice shall be provided to the Association, unless access is needed to address an emergency or unless the Association consents to such access with less than 24 hours' advanced notice.

5. Releases. Upon payment of all service costs, the Association hereby waives and releases the City from any and all past obligations to either provide services to the Association and/or make payments in lieu of services, pursuant to N.J.S.A. 40:67-23.2, as amended.

6. **Force Majeure.**

A. Neither party shall be held to be in default of any obligation or performance under this Agreement, or be liable to the other party, if failure to perform results directly or indirectly from Force Majeure, and both parties' obligations under this Agreement, including the obligation to pay hereunder, shall abate until such Force Majeure condition shall terminate.

B. For the purposes of this Agreement, Force Majeure means any circumstances which are beyond the reasonable control of the party involved including, but not limited to, the following: any law; order; regulation; direction by any New Jersey state governmental authority; or the United States; strike; riot; local, state or national emergencies; war; acts of public enemy's; fire, flood or other catastrophe or acts of God.

C. Notice shall be given by one party to the other of any Force Majeure condition as soon as possible after the occurrence of the event constituting Force Majeure. The notifying party shall promptly take all reasonable and necessary action to restore said Service or fulfill said obligation.

7. **Disputes.** Any dispute as to the interpretation or application of this Agreement shall be submitted to the Superior Court of New Jersey, Hudson County, for disposition as an action in lieu of prerogative writ. Such action shall be filed with the Court within forty-five (45) days of a final decision by the City with respect to reimbursement or service requests made by the Association. Each party shall bear its own costs incurred in connection with any such action.

8. **Modification/Termination.** All modifications to this Agreement must be in writing and signed by both parties.

9. **Notices.**

A. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand, by registered mail, return receipt requested, or by facsimile, addressed to the party as set out below, or to such other address as the said party may have specified by notice given in writing to the other party.

Legal Notices to the Municipality shall be delivered to:

Corporation Counsel of Jersey City
City Hall-Department of Law
280 Grove Street
Jersey City, NJ 07302

Payment Notices to the Municipality shall be delivered to:

Business Administrator
Business Office – City Hall
280 Grove Street
Jersey City, NJ 07302

PSE&G and Snow Reimbursement Notices to the Municipality shall be delivered to:

Public Works Director's Office
13-15 Linden Avenue, 3rd Floor
Jersey City, NJ 07305

Notices to the Association shall be delivered to:

PORT LIBERTE HOMEOWNERS ASSOCIATION, INC. FOR PORT LIBERTE
Board of Trustees
12 Chapel Avenue
Jersey City, NJ 07305

and

A. Christopher Florio, Esq.
Stark & Stark
993 Lenox Drive
Lawrenceville, NJ 08648

B. Unless it is expressly agreed otherwise, any such written notice or consent shall be deemed to be given when deposited by hand with the party to whom notice is being given, with the date of receipt or rejection indicated on the certified mail, return receipt card.

(i) Non-Waiver - No delay or failure to exercise any right or remedy under this Agreement will operate to limit, preclude, cancel or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

(ii) Severability - If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties in relation to this subject matter, and supersedes all previous agreements, understandings and representations between the parties.

11. Authorization and Binding Effect. Corporate Authority: Each individual executing this Agreement on behalf of Port Liberte Condominium 1, represents and warrants that he/she is duly authorized to execute this Agreement on behalf of said corporation on behalf of the residents of Port Liberte Condominium 1, in accordance with a duly adopted resolution of the Board of Directors of said corporation, and that this Agreement is binding upon said corporation and that Port Liberte Condominium 1 is authorized to act on behalf of the condominium unit owners and tenants in accordance with its terms. Upon execution of this Agreement and adoption of this Agreement by the governing body, the City shall deliver to Port Liberte Condominium 1, a certified copy of the Resolution of the City Council authorizing or ratifying the execution of this Agreement.

12. Drafting of Agreement. Both the City and the Association acknowledge and agree that they have been represented by or had the opportunity to be represented by attorneys of their choice and

that their respective attorneys have shared in the drafting of the final signed version of this Agreement. Accordingly, the City and the Association acknowledge and agree that in the event of an ambiguity in the terms of this Agreement, such ambiguity shall not be resolved against either the City or Association solely on the basis of the involvement of their respective attorney in the drafting of the Agreement.

13. Association Roads and Streets to Remain Private. Nothing in this Agreement shall be construed or otherwise interpreted to constitute a dedication to, or acceptance by, the City of the Association's roads and streets, which shall remain private.

This Agreement has been duly authorized by each party and is binding upon each party.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are duly authorized and empowered to sign on their behalf.

ATTEST

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

BRIAN PLATT
BUSINESS ADMINISTRATOR

ATTEST

PORT LIBERTE CONDOMINIUM 1

Name: _____
Title: _____

Name: _____
Title: _____

RR
5-28-19

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

City Clerk File No. Res.19-515

Agenda No. 10-32

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT WITH SUMMIT PLAZA ASSOCIATES URBAN RENEWAL LP, SHP MANAGEMENT, SPA MANAGEMENT LLC, LIHC, LP SOLUTIONS FUND, BELVERON FUND III JV LLC, NEWSOM ASSOCIATES, BELVERON REAL ESTATE PARTNERS, CORDASCO CONSTRUCTION MANAGEMENT LLC AND AUTHORIZING THE OFFICE OF RISK MANAGEMENT TO ISSUE A CERTIFICATE OF INSURANCE FOR THE COVERAGE OF A MURAL PROJECT AS PART OF THE CITY'S PUBLIC ART PROGRAM.

COUNCIL

offered and moved adoption of the

following Resolution:

WHEREAS, the walls located at 627 Summit Avenue, Jersey City, NJ is currently a large, blank and unsightly wall that is attracting graffiti; and

WHEREAS, the City has expressed an interest in painting a mural on the wall to mitigate the negative impact of the graffiti (the "Project"); and

WHEREAS, Summit Plaza Associates Urban Renewal LP, SHP Management, SPA Management LLC, LIHC, LP Solutions Fund, Belveron Fund III JV LLC, Newsom Associates, Belveron Real Estate Partners, and Cordasco Construction Management LLC are the owners of the walls on 627 Summit Avenue, has agreed to partner with the City's Public Art Program to mitigate the effects of the graffiti and beautify the blank wall, will be installing the roof staging for the artist to access the wall, and

WHEREAS, the City has agreed to provide insurance and project support as part of the City's graffiti mitigation program that is funded through the Clean Communities Program grant provided by the NJ Clean Communities Council, 222 West State Street, Trenton, New Jersey 08608; and

WHEREAS, the City agrees to name Summit Plaza Associates Urban Renewal LP, SHP Management, SPA Management LLC, LIHC, LP Solutions Fund, Belveron Fund III JV LLC, Newsom Associates, Belveron Real Estate Partners, Cordasco Construction Management LLC and R&R Scaffolding LTD as an additional insured on the City's general liability policy for the mural project; and

City Clerk File No. Res. 19-515

Agenda No. 10.32

TITLE: **JUN 12 2019**

RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT WITH SUMMIT PLAZA ASSOCIATES URBAN RENEWAL LP, SHP MANAGEMENT, SPA MANAGEMENT LLC, LIHC, LP SOLUTIONS FUND, BELVERON FUND III JV LLC, NEWSOM ASSOCIATES, BELVERON REAL ESTATE PARTNERS, CORDASCO CONSTRUCTION MANAGEMTN LLC AND AUTHORIZING THE OFFICE OF RISK MANAGEMENT TO ISSUE A CERTIFICATE OF INSURANCE FOR THE COVERAGE OF A MURAL PROJECT AS PART OF THE CITY'S PUBLIC ART PROGRAM.

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

1. The office of Risk Management is authorized to issue a Certificate of Insurance to Summit Plaza Associates Urban Renewal LP, SHP Management, SPA Management LLC, LIHC, LP Solutions Fund, Belveron Fund III JV LLC, Newsom Associates, Belveron Real Estate Partners, Cordasco Construction Management LLC as an "additional insured" on the City's general liability policy for the Project effective 6/13/19-7/30/19 or as soon as the project is complete.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			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 TO ENTER AN AGREEMENT WITH SUMMIT PLAZA ASSOCIATES URBAN RENEWAL LP, SHP MANAGEMENT, SPA MANAGEMENT LLC, LIHC, LP SOLUTIONS FUND, BELVERON FUND III JV LLC, NEWSOM ASSOCIATES, BELVERON REAL ESTATE PARTNERS, CORDASCO CONSTRUCTION MANAGEMENT LLC AND AUTHORIZING THE OFFICE OF RISK MANAGEMENT TO ISSUE A CERTIFICATE OF INSURANCE FOR THE COVERAGE OF A MURAL PROJECT AS PART OF THE CITY'S PUBLIC ART PROGRAM.

Initiator

Department/Division	Department of Public Works	Jersey City Mural Arts Program
Name/Title	Brooke Hanson	Director
Phone/email	(201) 687-7019	Bhanson@jcnj.org

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

Resolution Purpose

For authorization for the City to enter into an Agreement with, and to authorize the Office of Risk Management to issue a Certificate of Insurance to Summit Plaza Associates Urban Renewal LP, SHP Management, SPA Management LLC, LIHC, LP Solutions Fund, Belveron Fund III JV LLC, Newsom Associates, Belveron Real Estate Partners, Cordasco Construction Management LLC as an "additional insured" on the City's general liability policy for the Project effective June 13, 2019 through July 30, 2019 or as soon as the project is complete.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 19-516

Agenda No. 10.33

Approved:

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT TO INSTALL, OPERATE, AND PROMOTE AN ON-DEMAND E-SCOOTER SHARING SYSTEM

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, the City of Jersey City (City) desires to increase transportation options available to its residents and visitors and broaden the means of transit available in underserved areas; and

WHEREAS, the City desires to award a concession contract for the installation, operation and promotion of an on-demand e-scooter sharing system; and

WHEREAS, the City envisions the e-scooter sharing system to incorporate space for paid advertising either on scooters or docking stations or both; and

WHEREAS, the City envisions the e-scooters to generate additional revenue from end-users in the general public in exchange for riders' of the e-scooter system, through means such as charging fares per use or hourly, subscription or membership fees and/or other reasonable pricing structures.

WHEREAS, the City does not foresee any risk in awarding this concession because it expects the concession contractor(s) to indemnify the City in connection with the installation, operation, and maintenance of the on-demand e-scooter system.

WHEREAS, it is estimated that the total value of this concession for the contractor(s) will be gross \$3,600,000 annual revenue; and

WHEREAS, it is estimated that as a result of awarding this concession, the City will receive net annual revenue of \$840,000.00; and

WHEREAS, the award of the concession will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

WHEREAS, in exchange for awarding this concession, the City shall permit the concession contractor to install, operate and maintain an on-demand shared e-scooter system at various City-owned properties; and

WHEREAS, N.J.S.A. 40A:11-4.1(j) and N.J.A.C. 5:34-9.4 authorize the City to use competitive contracting to award concession contracts; 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;

City Clerk File No. Res. 19-516

Agenda No. 10.33

TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT TO INSTALL, OPERATE, AND PROMOTE AN ON-DEMAND E-SCOOTER SHARING SYSTEM

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 et seq. is authorized for awarding a contract to a concession contractor for the installation, operation and promotion of an on-demand e-scooter sharing system; and
- (3) that this Resolution shall take effect immediately upon passage.

4/15/2019
JMK
C.M.K.
6/5/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certificatic

Not Requi

WITHDRAWN

RECORD OF COUNCIL VOTE ON FILE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				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.

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 USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT TO INSTALL, OPERATE, AND PROMOTE AN ON-DEMAND E-SCOOTER SHARING SYSTEM

Project Manager


Department/Division	Department of Administration	
Name/Title	Eric Fleming	Confidential Assistant
Phone/email	(201) 547-5240	efleming@icnj.org

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

Resolution Purpose

This Resolution shall authorize the City of Jersey City to utilize the competitive contracting to solicit proposals from various vendors of e-Scooters through an RFP for implementation, operation, maintenance, and publicity for an on-demand e-scooter sharing system.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY DEPARTMENT OF LAW

CITY HALL • 280 GROVE STREET • JERSEY CITY, NJ 07302
PHONE (201) 547-5229 • FAX (201) 547-5230



PETER J. BAKER
CORPORATION COUNSEL

MEMORANDUM

TO: The Honorable Rolando R. Lavavrro, Jr.
and the members of the Municipal Council

FROM: Jeremy Jacobsen, Assistant Corporation Counsel

DATE: June 5, 2019

SUBJECT: **CONCESSION CONTRACT TO INSTALL, OPERATE, AND PROMOTE
AN ON-DEMAND E-SCOOTER SHARING SYSTEM.**

The City seeks to enter into agreements with one or multiple vendors to install and operate a shared e-scooter system to provide an alternative means of transportation for Jersey City residents and visitors. The City will prepare a Request for Proposals ("RFP") under the Competitive Contracting Law, N.J.S.A. 40A:11-1 et seq. to award a concession contract with one or more vendor(s) to create, supply e-scooters for, and maintain such a system. In exchange for being allowed to corrale the scooters in public right-of-ways and on public property as part of their for-profit venture, the successful vendor(s) will provide the City with a certain percentage or other agreed upon distribution of revenues and/or fees it collects from the program.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award a concession contract. N.J.S.A. 40A:11-2(37) defines a concession as "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." Due to the fact that the City intends for the vendor(s) to provide the City with certain remuneration in exchange for the right to place the e-scooters on public property and/or rights-of-way, the City intends to award the contract as a

concession.

The Competitive Contracting Law requires the City to publicly solicit proposals for the provision of the above referenced services. Furthermore, pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing the procurement of any concession, the City Council must "[p]ass a resolution authorizing the procurement of a concession." In addition, N.J.A.C. 5:34-9.1(d)(1) requires that, prior to commencing the procurement of any concession, the City Council must "[o]btain from legal counsel an opinion of the legality of procuring the concession."

Based upon the review of the statutes and regulations governing concession contracts, it is the Law Department's opinion that a contract to provide use of public rights of way and/or public property in exchange for certain remuneration to the City by the successful vendor(s) satisfies the definition of a concession. Additionally, by supplying the public with an alternative means of transportation the contract provides a clear public benefit.

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

City Clerk File No. Res. 19-517
 Agenda No. 10.34
 Approved: JUN 12 2019



TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH JERSEY CARES TO CONDUCT A FREE COMPUTER LITERACY WORKSHOP AT THE MAUREEN COLLIER SENIOR CENTER ON BEHALF OF THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF SENIOR CITIZEN AFFAIRS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") Department of Health and Human Services Division of Senior Citizen Affairs is dedicated to improving the quality of life for Jersey City senior citizens; and

WHEREAS, Jersey Cares, a statewide volunteer service organization, is willing to provide equipment and volunteers to conduct a senior citizen computer literacy workshop in Jersey City; and

WHEREAS, the City is willing to provide its facilities at the Maureen Collier Senior Center to Jersey Cares' volunteers for a senior computer literacy workshop per the description set forth in the Corporate Service Contract attached hereto; and

WHEREAS, as set forth in the Corporate Service Contract, Jersey Cares will work with the Jersey City Division of Senior Affairs for the planning and execution of the workshop.

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

1. The City is authorized to enter into a Corporate Service Agreement with Jersey Cares to conduct a free computer literacy workshop at the Maureen Collier Senior Center.
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Corporate Service Agreement, and any other documents necessary to effectuate the purpose of this resolution.

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

R.R.
6-2-19

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 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 A CONTRACT WITH JERSEY CARES TO CONDUCT A FREE COMPUTER LITERACY WORKSHOP AT THE MAUREEN COLLIER SENIOR CENTER ON BEHALF OF THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF SENIOR CITIZEN AFFAIRS

Initiator

Department/Division	Health & Human Services	
Name/Title	Stacey Flanagan	Department Director
Phone/email	(201) 547 6560	SFlanagan@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 authorizes an agreement with Jersey Cares to allow their volunteers to conduct a computer literacy workshop at the Maureen Collier Senior Center.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/31/19
Date



Corporate Service Contract

One of our corporate partners has chosen to work with you on a service project. Please complete this form and fax back to us immediately so that we can confirm your project and begin planning. Thank you!

AGENCY DETAILS

Organization Name: Maureen Collier Senior Center

Project Location: 335 Bergen Avenue, Jersey City, NJ 07307

Date of Project: Monday, August 5, 2019 Timing of Project: 9:00 a.m. – 12:00 p.m.

Day of Event Schedule:

- 9:00 a.m. – 10:00 a.m. Jersey Cares Staff Arrival and Project Set-Up
- 10:00 a.m. – 10:15 a.m. Welcome, Introductions and Project Instructions
- 10:15 a.m. – 2:45 p.m. Volunteering
- 2:45 p.m. – 3:00 p.m. Clean-Up, Closing, and Departure

*Main Contact's Name: Joan Eccleston

Main Contact's Phone and Email: (201) 547-5750 / EcclestonJ@icnj.org

**Please note that we only work with one representative from an agency. Should you have multiple staff members involved with the project, please choose one internal contact for Jersey Cares. Please include first and last names and cell phone numbers for the DOE contacts at all sites.*

The Main Contact will be present on the Day of the Event: Yes No (Check One)

The Park Will be open at the time of Jersey Cares Staff Arrival: Yes No (Check One)

PROJECT DETAILS

Project Description: Volunteers will host a Computer Literacy Workshop with seniors.

NOTE: Jersey Cares is not financially responsible for any work outlined in this contract that is not completed. Jersey Cares will send back volunteers to complete any remaining projects.

Volunteers Participating: 10 Volunteers

Project Notes: Jersey Cares will provide all project supplies.

Michelle Dee
Senior Director of External Affairs

Agency Contact

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

City Clerk File No. Res. 19-518

Agenda No. 10.35

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PATCH MANAGEMENT, INC. FOR THE RENTAL OF A SPRAY INJECTION PATCHER TRUCK WITH OPERATOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a specialized spray injection patcher truck with operator/s are needed to perform pothole and roadway repairs throughout City of Jersey City (City); 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, Patch Management, Inc., 451 Tyburn Road, Fair Hills, Pennsylvania 19030 is in possession of State contract T2817, 18DPP0029, and will provide the rental of a spray injection truck with operator/s for a total contract amount of three hundred thousand dollars (\$300,000.00); and

WHEREAS, funds are available for this contract in the Capital Account;

Acct #	P.O. #	State Contract	Total	Total Contract
04-215-55-153-990	133700	T2817, 18DPP00229		\$300,000.00

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:

1. A contract is awarded to Patch Management, Inc. in the amount of \$300,000.00 for the rental of a spray injection patcher truck with operator ;
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12;
3. The term of the contract shall be effective as of June 12, 2019 through May 11, 2020;
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.; and
5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 permanent budget and in the subsequent fiscal year budget.

(Continued to page 2)

TITLE: **JUN 12 2019**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PATCH MANAGEMENT INC. FOR THE RENTAL OF A SPRAY INJECTION PATCHER TRUCK WITH OPERATOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Elizabeth Castillo, Elizabeth Castillo, Acting 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 Total	Total Contract
04-215-55-153-990	133700	T2817, 18DPP00229	\$300,000.00

Approved by: Peter Folgado 5/28/19
 Peter Folgado, Director of Purchasing Date
 RPPO, QPA

PF/pv/RR
 5/28/19

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

Certification Required
 Not Required

APPROVED **6-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON		✓		LAVARRO, PRES	ABS	ENT	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

RR
 6-3-19

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 PATCH MANAGEMENT INC. FOR THE RENTAL OF A SPRAY INJECTION PATCHER TRUCK WITH OPERATOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Jose R. Cunha, PE, CME	Municipal Engineer
Phone/email	201-547-6986	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

This Resolution is for pothole repairs Citywide, which were created by the snow, salt, brine, and cold weather from this past winter. The potholes present a danger to health, welfare and safety of drivers, passengers, pedestrians, and vehicles, and have been identified by the City Engineer as needing repair. The Proposal from Patch Management for \$300,000.00 includes the rental and operation of the specialized spray injection truck, including 600 tons of aggregate and approximately 2,000 gallons of spray patching emulsion. It is estimated that 600 tons of material will repair 14,000 to 16,000 potholes, depending on the severity of the repair.

Cost (Identify all sources and amounts)

Acct: 04-215-55-153-990
Amount: \$300,000.00

Contract term (include all proposed renewals)

1 YEAR EFFECTIVE 6/12/19 – 6/11/20

Type of award

STATE CONTRACT


If "Other Exception", enter type

Additional information

I certify that all the facts presented herein are accurate.


Signature of Municipal Engineer

5/30/19
Date


Peter Folgado, QPA, RPPQ

5/30/19
Date


Signature of Business Administrator

5/30/19
Date

RESOLUTION FACT SHEET - CONTRACT AWARD

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Project Manager

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Jose R. Cunha, PE, CME	Municipal Engineer
Phone/email	201-547-6986	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

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Additional Information

I certify that all the facts presented herein are accurate.


Signature of Municipal Engineer

5/30/19
Date

Peter Folgado, QPA, RPPO

Date


Signature of Business Administrator

5/30/19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 29, 2019
TO: Rolando R. Lavarro, Jr., Council President and Council Members
FROM: Jose R. Cunha, P.E., C.M.E., Division Director
SUBJECT: Award for the Rental of Spray Injection Patcher Truck to Patch Management, Inc.

The scope of work of the contract includes the pothole repairs Citywide, which were created by the snow, salt, brine, and cold weather from this past winter. The potholes present a danger to health, welfare and safety of drivers, passengers, pedestrians, and vehicles, and have been identified by the City Engineer as needing repair. The Proposal from Patch Management for \$300,000.00 includes the rental and operation of the specialized spray injection truck, including 600 tons of aggregate and approximately 2,000 gallons of spray patching emulsion. It is estimated that 600 tons of material will repair 14,000 to 16,000 potholes, depending on the severity of the repair.

The Division of Purchasing concurred the procurement via State Contract #45646 with Patch Management, Inc.

In the best interest of the City, the Division of Engineering has reviewed and accepted the proposal from Patch Management Inc. in the amount of \$300,000.00.

Regards,

FOR
Jose R. Cunha, P.E., C.M.E.
Engineering Director

Cc: Drew J. Banghart, L.L.A, Supervising Engineer
Amine Zaouia, E.I.T, Assistant Engineer
Dawn Odom, Supervising Admin. Analyst



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



Municipal Services Complex
 13-15 Linden Avenue East | Jersey City, NJ 07305
 Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470

STEVEN M. FULOP
 MAYOR OF JERSEY CITY

BRIAN D. PLATT
 BUSINESS ADMINISTRATOR

DATE: May 29, 2019
TO: Brian Platt, Business Administrator
FROM: *JRE* Jose R. Cunha, PE, CME, Municipal Engineer
SUBJECT: Award Recommendation
 Pothole Killer – Roadway Repairs
 Jersey City Project No. 19-007- E

After review of procurement via State Contract #45646 for the above referenced project, the Department of Administration, Division of Engineering, Traffic and Transportation recommends that a contract in the amount of \$300,000.00 be awarded to:

PATCH MANAGEMENT, INC
 451 TYBURN RD
 FAIRLESS HILLS, NJ 19030

Attached is a Fact Sheet to be used in drafting awarding resolutions. Please proceed and utilize the below listed requisition for a total amount of \$300,000.00.

Requisition #	Account #	Account Type	Amount
0188570	04-215-55-153-990	Capital	\$ 300,000.00
TOTAL:			\$ 300,000.00

Please do not hesitate to call me should you have any questions.

[Signature]
 Brian Platt

cc: Raquel Tosado, Contractor Manager
 Patricia M Vega, Purchasing Division
 Dawn Odom, Supervising. Adm. Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 29, 2019
TO: Peter Folgado, Purchasing Director
FROM: Brian Platt, Business Administrator
SUBJECT: Award Recommendation
Pothole Killer – Roadway Repairs
Jersey City Project No. 19-007- E

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TOTAL:			\$ 300,000.00

Please do not hesitate to call me should you have any questions.

Brian Platt, Business Administrator

Attachments

- cc: Jose R. Cunha, PE, CME, CPWM, CRP, Director of Engineering
- Raquel Tosado, Contractor Manager
- Patricia M Vega, Purchasing Division
- Dawn Odom, Supv. Adm. Analyst



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

T2817

Rental of a Truck Mounted Spray Injection Patching System and Mastic Melter for NJDOT

18DPP00229

Blanket P.O. #: 18-GNSV2-00427 & 18-GNSV2-00428

Award Summary

July 31, 2018

I. Compliance/Approval Requirements

All compliance and approval instructions may be found in the Bid Solicitation Section 3.0, *Scope of Work*.

II. Purpose

The purpose of this Blanket P.O. {Contract} is for the provision of renting a truck mounted spray injection patching system or mastic melter for pothole repair.

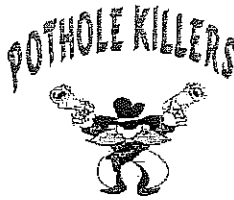
III. Award Method

Patch Management, Inc. - Rental of a Truck Mounted Spray Injection Patching System

&

Crafco, Inc. - Rental of a Mastic Melter

Patch Management, Inc
451 Tyburn Road
Fairless Hills, PA 19030



Telephone: 267-798-9097
Fax: 215 949-3166
E-mail: bdr@potholekillers.com

TM

May 9, 2019

Joe Cunha, Operations Director
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

jcunha@icnj.org

RE: POTHOLE KILLER MACHINE

Dear Cunha,

Thank you for allowing Patch Management Inc., to present you with this proposal to provide your organization with our proven solution to pothole and various other road repair maintenance work, also referred to as "spray injection repair". As we discussed hereafter you will find our proposal to provide our maintenance work as contract services where we perform the repair services with our personnel, supplying all material and equipment.

NON-APPLICABILITY OF PREVAILING WAGE STATUTE

As with our past and existing proposals for the City of Jersey City, NJ, please be advised that since this proposal falls within the exclusion set forth in 34:11-56.26 as it is a maintenance related project, exceeds the scope of work and capabilities of in-house maintenance personnel and has an aggregate value exceeding \$50,000; Patch Management believes that this project is not subject to the applicable New Jersey Prevailing Wage statutes and regulations. Indeed, *Chapter 11 Wages on Public Works establishes:*

34:11-56.26. Definitions

(3) "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. "Maintenance work" also means any work on a maintenance-related project that exceeds the scope of work and capabilities of in-house maintenance personnel, requires the solicitation of bids, and has an aggregate value exceeding \$50,000.

Moreover, since we are available through the NJ State Contract for this proposal and although such a proposal may normally require the solicitation of bids, with the availability of the NJ State Contract, that requirement we believe is unnecessary. Accordingly, Patch Management believes that the New Jersey Prevailing Wage statutes and regulations do not apply to this proposal.

PK2000 Leasing – PK2000 Contract Services- PK2000 Sales
www.fixroad.com



Page 1 of 4

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PK2000 Systems are proprietary and protected by U.S. Patent and or Patents Pending

Patch Management, Inc
451 Tyburn Road
Fairless Hills, PA 19030



Telephone: 267-798-9097
Fax: 215 949-3166
E-mail: bdr@potholekillers.com

TM

If you do not agree with this interpretation, we will withdraw this proposal and would be required to complete additional adjustments to our pricing to account for the applicable prevailing wage.

Contract Services – 600 Ton Placement

Scope of services:

PMI will supply one PK2000 specialized spray injection patcher truck(s) with skilled operators and the specified materials to perform spray injection repairs where directed by your designated representative. The work schedule will begin at the time you specify and will consist of our providing and placing a total of 600 tons of aggregate and approximately 2,000 gallons of spray patching emulsion.

The operator(s) will work under the direction of your designated manager. It is anticipated that the operators will work a standard 8 hours day, 40-hour week. However, your staff can direct the operator to work 10 hour shifts or over weekends, driver must maintain a 40-hour work week, unless we agree to an additional overtime structure in accordance with New Jersey's statutes.

Materials:

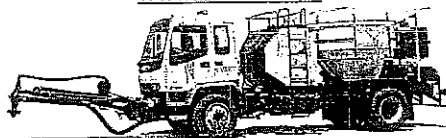
PMI will provide and place 600-tons of the aggregate / with the asphalt emulsion during our spray patching process to perform repairs that we will be directed to perform by your designated representative

PMI will provide the materials that are proven, successful for spray injection patching. The emulsion provided will be suitable for the weather conditions when the application is being applied. The materials used will be categorized as non-hazardous.

Equipment:

One PK2000 Pothole Killer truck. (n.b. Due to scheduling logistics PMI may offer additional truck(s) to complete this placement in a more efficient manner.)

PK2000 Leasing – PK2000 Contract Services- PK2000 Sales
www.fixroad.com



Page 2 of 4

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451 Tyburn Road
Fairless Hills, PA 19030



Telephone: 267-798-9097
Fax: 215 949-3166
E-mail: bdr@potholekillers.com

TM

The spray injection patcher will be a PK2000 with the Patch Management proprietary systems in place the unit will have an onboard ICC-recirculation flush system capable of cleaning the asphalt emulsion system without the use of hazardous materials. The cleaning of the asphalt emulsion system will not incorporate the discharge of any materials outside the system. The patcher will be equipped with patch on the fly, providing the capability to perform linear patching while moving in a forward direction, the patcher will be equipped with a directional arrow board mounted on the rear of the patcher capable of providing a visual warning to pedestrians and approaching vehicles.

Utilizing the on-board GPS system, if requested, a report of the daily usage of materials shall be provided at the completion of the services.

Warranty

Patch Management Inc. will warrant our work against failure for a period of ninety days (90) from the date of the application. When PMI has been notified of a possible failure the repair will be reviewed by a PMI representative to confirm the repair has failed or if the issue is the surrounding area adjacent to the repair which has failed. When PMI has evaluated and determined that the threshold 10% of the work performed has failed, PMI will schedule to return and perform the necessary repairs at no additional cost to the State.

Customer Responsibilities:

Your responsibilities will be to provide all traffic control that is required beyond our arrow board if needed, a hard and clean surface to place a stone supply of approximately 25 tons per delivery and a loader on site to load the materials as required for restocking the patcher. Furthermore, you will provide a secure location for the patcher to be parked at the end of the day's operation which has available for use each evening a 120-volt electrical access necessary to heat the emulsion tank.

Cost structure: Contract services:

Our cost to mobilize the equipment, with a skilled operator(s), as a non-prevailing wage project as outlined above, with the identified materials to support the stated work period will be charged at a flat rate of \$300,000.00

PK2000 Leasing – PK2000 Contract Services- PK2000 Sales
www.fixroad.com



Page 3 of 4

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Patch Management, Inc
451 Tyburn Road
Fairless Hills, PA 19030



Telephone: 267-798-9097
Fax: 215 949-3166
E-mail: bdr@potholekillers.com

TM

If you agree with this proposal and our approach please have an authorized representative execute and fax this page back to Patch Management, Inc. at 215 949-3166 and we will prepare a delivery schedule for your review and approval.

This is the most economical, efficient, and safest method that is an environmentally responsible application to perform pothole and asphalt repairs year-round. We thank you for this opportunity and look forward to assisting you with the pothole maintenance program as outlined. If you have any questions please contact us at 267-798-9097, again we thank you for this opportunity. This proposal is valid for ten (10) days, if not approved we reserve the right to provide a new proposal due to demands or changing materials costs.

NOTE: Because of the demand for this equipment, and the services of PMI, if you intend to approve of this proposal please understand, upon our receiving your signed document only then will you be placed into the schedule queue, when a time and date has been confirmed you will be notified of the scheduled start date. However, if we receive this signed approval before the end of existing work schedule, we will insure that there is no interruption in services.

Respectfully submitted,

Brian D. Rutledge,
Patch Management, Inc.
451 Tyburn Road
Fairless Hills, PA 19030
bdr@potholekillers.com
www.fixroad.com
Toll Free: 1877-FIX-ROAD (349-7623)
(F) 267-798-9097

Approved _____ Date: _____
City of Jersey City Representative

Cc: Brian J. Preski Dir. Gov. Affairs

PK2000 Leasing – PK2000 Contract Services- PK2000 Sales
www.fixroad.com



Page 4 of 4

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Master Blanket Purchase Order 18-GNSV2-00428

Header Information

Purchase Order Number:	18-GNSV2-00428	Release Number:	0	Short Description:	T2817 - Rental of a Truck Mounted Spray Injection Patching System and Mastic Melter for NJDOT
Status:	3PS - Sent	Purchaser:	Nikki Ghorbani	Receipt Method:	Quantity
Fiscal Year:	2019	PO Type:	Blanket	Minor Status:	
Organization:	Division of Purchase and Property				
Department:	DPP - Division of Purchase and Property	Location:	GNSV1 - General Services 1	Type Code:	RFP/NJCOOP
Alternate ID:		Entered Date:	07/30/2018 09:25:55 AM	Control Code:	
Days ARO:	30	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	Yes
Contact Instructions:		Tax Rate:		Actual Cost:	\$2,708,528.00
T Number:	T2817				
NJ Cooperative Purchasing:	Yes				
Green Blanket PO:	No				
Emergency Blanket PO:	No				
Small Business Category:	Sub-Contracting Small Business Set Aside - Categories 1, 2 and 3				
Performance Bond Required:	No				
Agency Attachments:					

- Offer and Acceptance Page T2817.pdf
- Vendor Quote Overview Form T2817.docx
- Bidder Data Sheet T2817.pdf
- Vendor Checklist T2817.pdf
- T2817 Bid Amendment 1 QandA 041318-1.docx
- T2817 REVISED Price Schedule 041318-2.xlsx
- T2817 Revised Vendor Bidder Data Sheet 041318 .docx
- Countersigned Offer and Acceptance T2817
- T2817 FINAL RFP 041318.docx
- T2817 Award Summary

Vendor Attachments:

Primary Vendor Information & PO Terms

Vendor:	V00004265 - Patch Management Helen Smith 451 Tyburn Rd Fairless Hills, PA 19030 US Email: hts@potholekillers.com Phone: (215)949-9400 FAX: (215)949-3166	Payment Terms: Shipping Terms:	Shipping Method: F.O.B., Destination Freight Terms:
PO Acknowledgements:	Purchase Order	Notified to hts@potholekillers.com at 08/01/2018 12:28:50 PM	Acknowledged Date/Time 08/06/2018 11:40:01 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00004265	Patch Management	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 08/01/2018
 Master Blanket/Contract End Date: 07/31/2021
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
AGENCY - Division of Purchase and Property	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
NJDOT - NJ Dept of Transportation	AGY - Agency Umbrella Master Control	\$2,710,000.00	\$0.00	\$0.00

Item Information

1-5 of 15
1 2 3

Print Sequence # 1.0, Item # 1: YEAR ONE: Monthly Rental of a Single Truck Mounted Spray Injector Patching System to Include Patching Units 3PS - Sent

NIGP Code: 765-66
Spreaders, Truck Mounted, For Aggregates, Ice Control Materials, Seal Coatings, etc.

Bid # / Bid Item #: **18DPP00229 / 1** Quote # / Quote Item #: **00002251 / 1**

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	48.0	\$9,995.00	MO - Month	0.00	\$0.00		\$0.00	\$479,760.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Print Sequence # 2.0, Item # 2: YEAR ONE: Compatible Emulsion for Sprayer 3PS - Sent

NIGP Code: 745-42
Coal Tar Pitch, Emulsions, and Anti-Stripping Additives

Bid # / Bid Item #: **18DPP00229 / 2** Quote # / Quote Item #: **00002261 / 2**

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	40,000.0	\$6.10	GAL - Gallon	0.00	\$0.00		\$0.00	\$244,000.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Print Sequence # 3.0, Item # 3: YEAR ONE: Compatible Aggregate 3PS - Sent

NIGP Code: 745-05
Asphalt, Aggregates

Bid # / Bid Item #: **18DPP00229** / 3 Quote # / Quote Item #: **00002261** / 3

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1,200.0	\$55.00	TON - Ton	0.00	\$0.00		\$0.00	\$66,000.00
Manufacturer:			Brand:				Model:	
Make:			Packaging:					

Print Sequence # 4.0, Item # 4: YEAR ONE: All-Inclusive Hourly Rate for Vendor {Contractor} Supplied Operator 3PS - Sent

NIGP Code: 975-35
Equipment With Operator, Rental or Lease

Bid # / Bid Item #: **18DPP00229** / 4 Quote # / Quote Item #: **00002261** / 4

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	250.0	\$250.00	HOUR - Hour	0.00	\$0.00		\$0.00	\$62,500.00
Manufacturer:			Brand:				Model:	
Make:			Packaging:					

Print Sequence # 5.0, Item # 5: YEAR ONE: All-inclusive Hourly Rate for Training 3PS - Sent

NIGP Code: 765-00
ROAD AND HIGHWAY EQUIPMENT (EXCEPT EQUIPMENT IN CLASSES 755 AND 760)

Bid # / Bid Item #: **18DPP00229** / 5 Quote # / Quote Item #: **00002261** / 5

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	240.0	\$60.00	HOUR - Hour	0.00	\$0.00		\$0.00	\$14,400.00
Manufacturer:			Brand:				Model:	
Make:			Packaging:					



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

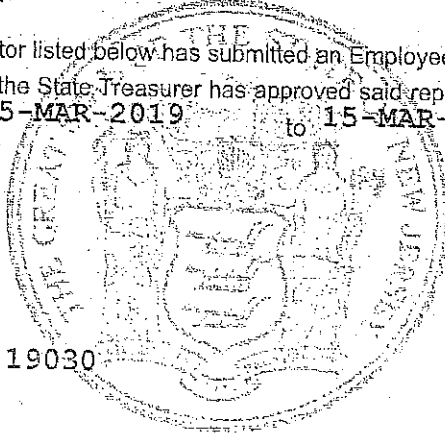
Taxpayer Name: PATCH MANAGEMENT, INC.
Trade Name:
Address: 451 TYBURN ROAD
FAIRLESS HILLS, PA 19030
Certificate Number: 0090962
Effective Date: December 29, 2000
Date of Issuance: May 20, 2019

For Office Use Only:
20190520092307430

Certification 30142

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-2019** to **15-MAR-2026**



PATCH MANAGEMENT, INC.
451 TYBURN ROAD
FAIRLESS HILLS PA 19030

Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

*Rec'd
5/14/19
PV*

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): Lew Tallini, President

Representative's Signature: Lew Tallini, President

Name of Company: Patch Management, Inc.

Tel. No.: 215 944 9400 Date: 5-15-2019

Rec'd 5/16/19
PJ

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

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

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

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

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

Representative's Name/Title Print: Lew Tarlini, President
Representative's Signature: *Lew Tarlini*
Name of Company: Patch Management, Inc.
Tel. No.: 215-949-9400 Date: 5/10/2019

**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 : Patch Management, Inc.
Address : 451 Tyburn Rd, Fairless Hills, PA 19030
Telephone No. : 215-949-9400
Contact Name : Lew Tarlini

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name: Patch Management, Inc.
Address: 451 Tyburn Rd, Fairless Hills, PA 19030
Telephone No. : 215-949-9400
Contact Name: Lew Tarlini

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

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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. 19-519

Agenda No. 10.36

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM OFFICE SOLUTIONS LLC FOR THE PURCHASE, DELIVERY AND INSTALLATION OF OFFICE FURNITURE (PROJECT NO. 2016-004) PURSUANT TO N.J.S.A. 40A:11-5(4) FOR THE DIVISIONS OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION, COMPLIANCE, DIVERSITY AND INCLUSION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, office furniture is needed for the Divisions of Architecture, Engineering, Traffic & Transportation, Compliance, Diversity and Inclusion; and

WHEREAS, N.J.S.A. 40A:11-5(4) authorizes the City of Jersey City (City) to informally solicit at least three quotations for office furniture and accept a proposal if the lowest responsible quotation is at least 10% less than what the City would be charged for the identical office furniture in the same quantities if purchased under a State contract awarded pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, this solicitation process is referred to as an Open Market solicitation; and

WHEREAS, the City conducted an Open Market solicitation for the purchase, delivery and installation of office furniture and received three proposals:

Millennium Office Solutions	\$153,346.62	Open Market
	\$185,407.63	State Contract
Johnson Business Furniture	\$143,381.22	Open Market
	\$175,353.72	State Contract
All State Office Interiors	\$132,771.00	Open Market
	\$128,153.75	State Contract

WHEREAS, the Division of Architecture recommends that the contract be awarded to Millennium Office Solutions because it will provide Haworth brand furniture which is high quality durable furniture which will satisfy the City's office space requirements and will meet the intent of the Leadership in Energy and Environmental Design (LEED) building requirements; and

WHEREAS, Millennium Office Solutions, LLC prices are at least 10% less than the prices available under State contract for the purchase, delivery and installation of furniture; and

WHEREAS, the Purchasing Director believes the proposal of Millennium Office Solutions, LLC to be the most advantageous, price and other factors considered; and

WHEREAS, funds are available for this contract in the Capital Accounts;

Account	PO #	Total Contract
04-215-55-886-990	133830	\$105,987.71
04-215-55-838-990	133831	\$ 47,358.91
	Total	\$153,346.62

WHEREAS, the City is acquiring these goods directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

(Continued on Page 2 of 3)

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM OFFICE SOLUTIONS LLC FOR THE PURCHASE, DELIVERY AND INSTALLATION OF OFFICE FURNITURE (PROJECT NO. 2016-004) PURSUANT TO N.J.S.A. 40A:11-5(4) FOR THE MUNICIPAL SERVICES COMPLEX, DIVISIONS OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION, COMPLIANCE, DIVERSITY AND INCLUSION

WHEREAS, the Director of the Division of Architecture has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Millennium Office Solutions, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Millennium Office Solutions, LLC has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one (1) year, and that the contract will prohibit Millennium Office Solutions, LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Millennium Office Solutions, LLC has submitted a Chapter 271 Political Contribution Disclosure Certification prior to the award of this contract; and

WHEREAS, Millennium Office Solutions, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-120 adopted on September 3, 2008; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(4), the award of this contract requires the affirmative votes of at least six (6) members of the Municipal Council.

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

1. A contract in the amount of \$153,346.62 for the purchase, delivery and installation of office furniture is awarded to Millennium Office Solutions, LLC;
2. The term of the contract will be completed upon the delivery of the goods or services;
3. This contract is awarded pursuant to N.J.S.A. 40A:11-5(4) of the Local Public Contracts Law without formal advertising because the contract amount is at least 10% less than the State contract price for the same office furniture under State contract;
4. Pursuant to N.J.S.A. 40A:11-5(4), the Purchasing Agent shall file with the Director of the Division of Local Government Services within five working days of the contract award, a copy of the purchase order, the requisition for the purchase order, if applicable, and documentation identifying the prices for the furniture under the State contract, and the State contract number;
5. 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 have been 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.;
6. 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, shall be placed on file with this resolution; and

(Continued on Page 3 of 3)

City Clerk File No. Res. 19-519

Agenda No. 10.36

TITLE: JUN 12 2019

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM OFFICE SOLUTIONS LLC FOR THE PURCHASE, DELIVERY AND INSTALLATION OF OFFICE FURNITURE (PROJECT NO. 2016-004) PURSUANT TO N.J.S.A. 40A:11-5(4) FOR THE MUNICIPAL SERVICES COMPLEX, DIVISIONS OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION, COMPLIANCE, DIVERSITY AND INCLUSION

7. 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.

Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract
04-215-55-886-990	133830	\$105,987.71
04-215-55-838-990	133831	\$ 47,358.91
	Total	\$153,346.62

Approved by: Peter Folgado Peter Folgado, Director of Purchasing, QPA/RPPO
 Date: 6/3/19

PF/pv/RR
6/3/19

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 6-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

B.B.
6-4-19

RESOLUTION FACT SHEET

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 OFFICE SOLUTIONS LLC FOR THE PURCHASE, DELIVERY AND INSTALLATION OF OFFICE FURNITURE (PROJECT NO. 2016-004) PURSUANT TO N.J.S.A. 40A:11-5(4) FOR THE DIVISIONS OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION, COMPLIANCE, DIVERSITY AND INCLUSION

Initiator

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.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

The existing furniture located in these divisions is used furniture 'donated' to the City in 2013. The layout and style/type of the furniture compromises an efficient working environment, does not comply with the original intent of this space and causes various tripping hazards, as the outlets are located in the floor. Existing conditions do not comply with OSHA rules and regulations for job safety. The new furniture will eliminate these hazards and provide for a better, more efficient less cluttered working environment.

ab

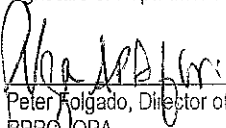
I certify that all the facts presented herein are accurate.



Signature of Department Director

6-3-19

Date



Peter Folgado, Director of Purchasing
RPPQ/QPA

6/3/19

Date



New Jersey Division of Revenue

Revenue NJBSS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1564517 FOR MILLENIUM OFFICE SOLUTIONS, LLC IS VALID.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
MILLENNIUM OFFICE SOLUTIONS, LLC

TRADE NAME:

ADDRESS:
170 SCOTLAND RD UNIT S1
ORANGE NJ 07050
EFFECTIVE DATE:

SEQUENCE NUMBER:

1564517

ISSUANCE DATE:

10/11/17

05/20/10



Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08) D205846V

**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	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
Joseph Montalbano	51 PAUL St. Monmouth Park NJ
Antonio Frasso	1 Broadway St. Monmouth NJ 07043
George Kumbale	47 Roxfield Rd. Monmouth NJ 07045
William Kumbale	" " " " " "

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 Office Solutions
 Signature of Affiant: [Signature] Title: General Principal
 Printed Name of Affiant: Joseph Montalbano Date: 2-1-19

Subscribed and sworn before me this 1st day of February, 2019.

My Commission expires:

Apr. 30, 2023

[Signature]
(Witnessed or attested by)

(Seal)
 SYLVIA D. BROWN
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES APRIL 30, 2023

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

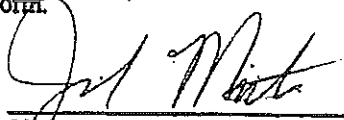
Required Pursuant To N.J.S.A. 19:44A-20.26

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 OFFICE SOLUTIONS		
Address:	170 SCOTLAND Rd		
City:	ORANGE	State:	NJ Zip: 07050

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	JOSEPH MONTALBANO _____ Printed Name	Principle _____ 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
N/A			\$

Check here if the information is continued on subsequent page(s)

**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 Office (name of business entity) has not made any reportable contributions in the **one-year period preceding 1-31-19 (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 Office (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 Office Solutions
Signed Jim White Title: Principle
Print Name Joseph Montalbano Date: 1-31-19

Subscribed and sworn before me
this 1st day of February, 2019.
My Commission expires: _____
[Signature] (Affiant)
Sylvia Brown Relationship Banker Writing Public
(Print name & title of affiant) (Corporate Seal)

Sylvia D Brown
Notary Public
State of New Jersey
Commission Expires April 30, 2023

**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.

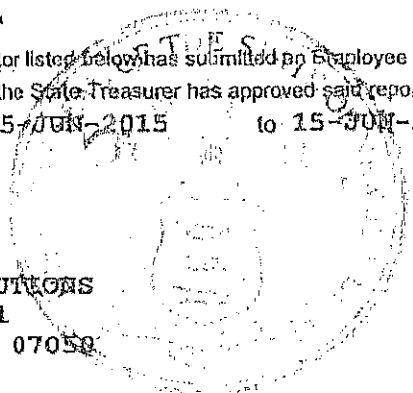
Certification 54631

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-JUN-2015 to 15-JUN-2022

MILLENNIUM OFFICE SOLUTIONS
170 SCOTLAND ROAD, S-1
ORANGE NJ 07050



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

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): Joseph Montalbano Principal

Representative's Signature: [Signature]

Name of Company: Millennium Office Solutions

Tel. No.: 908-966-4796 Date: 1-31-19

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

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

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

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

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

Representative's Name/Title Print: Joselyn Montalbano Principal
Representative's Signature: [Signature]
Name of Company: Mitelman Office Solutions
Tel. No.: 908-966-4796 Date: 1-21-19

**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 OFFICE SOLUTIONS
Address : 170 SCOTLAND ROAD ORANGE NJ 07066
Telephone No. : 908-966-4796
Contact Name : JOSEPH MONTALBANO

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name: Millennium Office Solutions
Address: 100 Scotland Road, Orange NJ 07052
Telephone No.: 908-966-4796
Contact Name: Joseph Montalbano

Please check applicable category:

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions

Minority Business Enterprise

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

From: no-reply@njportal.com
Sent: Friday, February 1, 2019 12:46 PM
Subject: Public Works Contractor Registration Receipt

*updated
Certificate
704168*

Payment Receipt Confirmation

Your payment was successfully processed.

Transaction Summary

Description	Amount
Public Works Contractor Registration	\$300.00
Pay now with New Jersey Government Services	\$309.70

Thank you for using the online Public Works Contractor Registration Application at the NJ Department of Labor and Workforce Development.

Customer Information

Customer Name Antonio Frasso
Company Name Millennium Office Solutions
Local Reference ID 9032012669
Receipt Date 2/1/2019
Receipt Time 12:46:11 PM EST

Payment Information

Payment Type Credit Card
Credit Card Type AMEX
Credit Card Number *****3003
Order ID 73721196
Billing Name Antonio P Frasso

Billing Information

Billing Address 170 Scotland Road
Billing City, State Orange, NJ
ZIP/Postal Code 07050
Country US
Phone Number 9732966907
Fax Number

This receipt has been emailed to the address below.

Email Address joe@millennium-office.com

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:

Organization Address:

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Joseph MONTALBANO	170 SCOTLAND RD S-1 ORANGE NJ 07050
ANTONIO FRASSO	" " " " "
GEORGE KIMMERLE	" " " " "
WILLIAM KIMMERLE	" " " " "

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
<i>N/A</i>	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
<i>N/A</i>	

Part IV CERTIFICATION

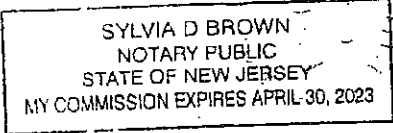
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	JOSEPH MONTALBANO	Title:	Principle
Signature:	<i>Joseph Montalbano</i>	Date:	1-31-19

SIGNATURE: *Sylvia D Brown*
TITLE: *Relationship Baker / Notary Public*

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 1st February OF 20 19

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)
NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2023



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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OFS NUMBER: _____

Proposer: Millennium Office

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury=s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder=s proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder=s Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury=s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (AChapter 25 List@). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department=s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

PART 2

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ <u>N/A</u>	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Joseph MonAlbanu

Signature: [Handwritten Signature]

Title: Principal

Date: 1-31-19



State of New Jersey

CHRIS CHRISTIE
Governor

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

FORD M. SCUDDER
Acting State Treasurer

KIM GUADAGNO
Lt. Governor

APPROVED

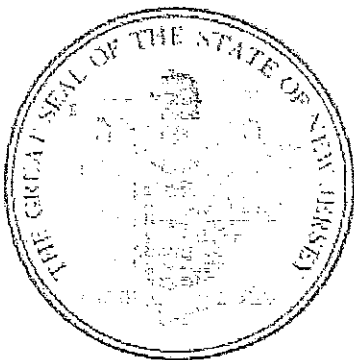
under the

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

This certificate acknowledges Millennium Office Solutions, LLC. as a Category 2 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/.



Peter Lowicki
Deputy Director

Issued: 8/23/2016
Certification Number: A0047-33

Expiration: 8/23/2019

DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A, L.L.A. of full age, hereby certifies as follows:

1. I am the Chief Landscape Architect of the City of Jersey City (City) and have knowledge of the services needed for the Department of Administration, Division of Architecture.
2. The City requires the purchase of new furniture for the Divisions of Architecture, Engineering, Traffic and Transportation, Compliance and Diversity and Inclusion located on the 2nd floor at the Municipal Services Complex. The existing furniture located in these divisions is used furniture 'donated' to the City in 2013. The layout and style/type of the furniture compromises an efficient working environment, does not comply with the original intent of this space and causes various tripping hazards, as the outlets are located in the floor. Existing conditions do not comply with OSHA rules and regulations for job safety. The new furniture will eliminate these hazards and provide for a better, more efficient less cluttered working environment. (JCA Project # 2016-004).
3. The City informally solicited three (3) quotations for new furniture for the Divisions of Architecture, Engineering, Traffic and Transportation, Compliance and Diversity and Inclusion.
4. Millennium Office Solutions submitted a proposal in response to the City's request indicating that it will provide the necessary services for the sum of \$153,346.62.
5. The Chief Landscape Architect's recommendation is to award the contract to Millennium Office Solutions, who will provide a 3" panel system and a better product evidenced by physical inspections of existing furniture installations, utilized to formalize my decision.
6. The term is a one time purchase, commencing with the date of the Resolution is approved by the City Council.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 40A:11-5(4).
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 6-3-19



Brian F. Weller, A.S.L.A, L.L.A., Director

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

City Clerk File No. Res. 19-520

Agenda No. 10.37

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN – END CONTRACT WITH PAPER MART, INC. TO PROVIDE COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 18-404, approved on April 25, 2018, awarded a one-year open – end contract for \$135,606.50 TO PAPER MART, INC. TO PROVIDE COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES to the City of Jersey City (City), Department of Public Works; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods; and

WHEREAS, the bid specifications provided after the initial one (1) year period the Contractor may submit a request for a price adjustment if the Contractor's price for copier paper has been increased by the paper mill and the Contractor's allotment for that type of paper at the price quoted is exhausted; and

WHEREAS, since the bids were received by the City, the Contractor has submitted documented raw material price increases directly from the mill; 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 April 25, 2019 and ending on April 24, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is \$135,606.50; and

WHEREAS, funds in the amount of \$10,000.00 are available in the Operating Account No. 19-01-201-31-433-201; 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 2019 calendar year permanent budget and in the subsequent fiscal year budget.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Paper Mart, Inc.** to provide copier paper and interdepartmental envelopes for the City of Jersey City (City), Department of Public Works;
- 2) The renewal contract is for a one-year period effective as of April 25, 2019 and the total cost of the contract shall not exceed \$135,606.50;
- 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.; and

(Continued on Page 2)

Continuation of Resolution Res. 19-520
 City Clerk File No. _____
 Agenda No. 10.37
 TITLE: JUN 12 2019

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN - END CONTRACT WITH PAPER MART, INC. TO PROVIDE COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES FOR THE DEPARTMENT OF PUBLIC WORKS

- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

I, Elizabeth Castillo, Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 19-01-201-31-433-201 for payment of the above resolution.

Requisition # 0188588

Purchase Order # 133744

May 13, 2019

APPROVED: Patrick G. Stamato ^{5/05/23/19} DPW Director
 APPROVED: _____ Corporation Counsel
 Business Administrator

APPROVED AS TO LEGAL FORM

RR.
5-28-19

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			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.

Roberto 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 PAPER MART, INC. TO PROVIDE COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES FOR THE DEPARTMENT OF PUBLIC WORKS

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904 201-206-9531	stevem@jcnj.org

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

Contract Purpose

- * For various copier paper and interdepartmental envelopes (Citywide).
- * DPW spent about \$130,000.00 in the previous contract.

Cost (Identify all sources and amounts)

01-201-31-433-201 (Unclassified Operating)
 Total Contract amount=\$135,606.50
 Temporary Encumbrancy =\$10,000.00

Contract term (include all proposed renewals)

04/25/19 to 04/24/20.
 First of two options to renew.

Type of award

Contract Renewal - Public Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Steve Miller SM *05/23/19*
 Signature of Department Director Date

Signature of Purchasing Director

Date

BID FORM

Paper Mart Inc.
12/28/17

	Maximum Quantity		Description	Unit Price	Extension
1.	2000	Cartons	Double A Everyday- 8 1/2 x11 Copier Paper 20 lbs. White Or Approved Equivalent <i>Double A</i>	31.38	62,760.00 ✓
2.	300	Cartons	Double A Everyday- 8 1/2 x14 Copier Paper 20 lbs. White or Approved Equivalent <i>Double A</i>	41.10	12,330.00 ✓
3.	75	Cartons	Double A Everyday - 11x17 Copier Paper 20 lbs. White Or Approved Equivalent <i>Double A</i>	32.00	2400.00 ✓
4.	75	Cartons	Double A Everyday - 8 1/2 x11 Copier Cardstock 80 lbs. White Or Approved Equivalent <i>Finch Color Copy</i>	82.00	6150.00 ✓
5.	25	Cartons	Double A Everyday - 11x17 Copier Cardstock 80 lbs. White Or Approved Equivalent <i>Finch Color Copy</i>	82.00	2050.00 ✓
6.	100	Cartons	Double A Everyday - 8 1/2 x11 3 Hole Copier Paper 20 lbs. White Or Approved Equivalent <i>Double A</i>	33.38	3338.00
7.	100	Cartons	Double A Everyday- 8 1/2 x11 Copier Paper 28 lbs. White or Approved Equivalent <i>Finch Color Copy</i>	65.77	6577.00
8.	40	Cartons	Double A Everyday- 8 1/2 x14 Copier Paper 28 lbs. White or Approved Equivalent <i>First Choice</i>	72.33	2893.20
9.	30	Cartons	Double A Everyday- 11 x17 Copier Paper 28 lbs. White or Approved Equivalent <i>Finch Color Copy</i>	79.38	2381.40
10.	300	Cartons	10 x 13 Interdepartmental Envelopes 100/box 500/ct 3 columns down <i>envelopes</i>	49.00	14,700.00
11.	50	Cartons	Double A Everyday - 8 1/2 x11 Yellow Copier Paper 20 lbs. or Approved Equivalent <i>Earth Choice</i>	35.75	1787.50
12.	50	Cartons	Double A Everyday - 8 1/2 x11 Blue Copier Paper 20 lbs or Approved Equivalent <i>Earth Choice</i>	35.75	1787.50
13.	50	Cartons	Double A Everyday - 8 1/2 x 11 Green Copier Paper 20 lbs or Approved Equivalent <i>Earth Choice</i>	35.75	1787.50

14.	50	Cartons	Double A Everyday - 8 1/2 x 11 Red Copier Paper 20 lbs or Approved Equivalent <i>Brite Hue</i>	94.91	4745.50
15.	50	Cartons	Double A Everyday - 8 1/2 x 11 Pastels Copier Paper 20 lbs. or Approved Equivalent <i>EarthChoice</i>	35.75	1787.50
16.	10	Cartons	Double A Everyday - 8 1/2 x 11 White Smooth Copier Paper 60 lbs. or Approved Equivalent <i>Lynx</i>	47.85 <i>OK 1/8 12/27/17</i>	478.50 <i>OK 1/8 12/27/17</i>
17.	3	Cartons	Double A Everyday - 8 1/2 x 11 White Perforated 1/4 left Copier Paper 20 lbs. or Approved Equivalent <i>Double A</i>	121.00	363.00
18.	3	Cartons	Double A Everyday - 8 1/2 x 11 Yellow Perforated 1/4 left Copier Paper 20 lbs. or Approved Equivalent <i>EarthChoice</i>	122.30	366.90
19.	3	Cartons	Double A Everyday - 8 1/2 x 11 Other Colors 1/4 left Perforated Copier Paper 20 lbs. or Approved Equivalent <i>EarthChoice</i>	122.30	366.90
20.	10	Cartons	Double A Everyday - 8 1/2 x 11 White Smooth Copier Paper 60 lbs. or Approved Equivalent <i>Lynx</i>	47.85	478.50
21.	20	Cartons	Double A Everyday - 8 1/2 x 11 White Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>	37.48	749.60
22.	5	Cartons	Double A Everyday - 8 1/2 x 11 Yellow Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>	40.20	201.00
23.	5	Cartons	Double A Everyday - 8 1/2 x 11 Blue Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>	40.20	201.00
24.	5	Cartons	Double A Everyday - 8 1/2 x 11 Green Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>	40.20	201.00
25.	5	Cartons	Double A Everyday - 8 1/2 x 11 Pastels Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>	40.20	201.00
26.	25	Cartons	Double A Everyday - 11 x 17 White Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>	39.60	990.00
27.	25	Cartons	Double A Everyday - 11 x 17 Yellow Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>	42.00	1050.00
28.	20	Cartons	Double A Everyday - 8 1/2 x 11 Pastels Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>	40.20	804.00
29.	20	Cartons	Double A Everyday - 11 x 17 Blue	42.00 <i>OK 1/8 12/27/17</i>	840.00 <i>OK 1/8 12/27/17</i>

			Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>Eco-Chrome</i>		
30.	20	Cartons	Double A Everyday - 11 x 17 Green Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>Eco-Chrome</i>	42.00	840.00

Notes to Bidders

1. The City will award this contract as an open- end contract. The minimum quantity for all items that the City shall be obligated to purchase is zero (0).
2. The maximum quantities are stated in the schedule.
3. The total bid amount shall be based on the maximum quantity and the summation of the extended prices.
4. The total bid amount will be used to determine the lowest responsible bidder.
5. The contract shall be valid for one (1) year. The start date for this contract shall be after approval by the City Council of the resolution awarding the contract.
6. The City shall have an option to extend the contract for two (2) additional one (1) year terms. After the initial one (1) year period the Contractor may submit a request for a price adjustment if the Contractor's price for copier paper has been increased by the paper mill and the Contractor's allotment for that type of paper at the price quoted is exhausted. The Contractor must also submit a letter from the paper mill documenting the increase. The increase will be based on the increased cost of the paper. No built-in profit is allowable, nor is any increase allowed for any warehousing, packaging and administrative costs. Should prices from the manufacturer be reduced, the City is to be given the reduced pricing within five (5) business days of the reductions.

GRAND TOTAL PRICE ITEMS 1 THROUGH 30

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 30. The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

\$ 135,606.50
(In Figures)

\$ One hundred thirty five thousand six hundred six and - 50/100
(In Writing)

The contract will be awarded based on the grand total amount for items 1 through 30. 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 options 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.

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Requisition #

0188588

Assigned PO #

Vendor
PAPER MART INC.
151 RIDGEDALE AVENUE
EAST HANOVER NJ 07936

Dept. Bill To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Dept. Ship To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

PA424480SB

Contact Info
Steve
2015474904


Quantity	UOM	Description	Account	Unit Price	Total
1.00	CS	ENCUMBRANCY	01-201-31-433-201	.00	.00
		COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES FOR VARIOUS LOCATIONS INSIDE DELIVERY REQUIRED RENEWAL RESOLUTION FROM APRIL 25, 2019 THROUGH APRIL 24, 2020 TOTAL CONTRACT AMOUNT = \$ 135,606.50 TEMPORARY AMOUNT = \$ 10,000.00 PPV'S			
		PLEASE SEND THE PURCHASE ORDER TO STEVE MILLER AND DO NOT MAIL ORIGINAL RESO # 18-404, APPROVED 04/25/18			

Requisition Total .00

Req. Date: 05/13/2019

Requested By: STEVE

Buyer Id:

Approved By: 

This Is Not A Purchase Order

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

City Clerk File No. Res. 18-404

Agenda No. 10.Z.16

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PAPERMART INC. FOR THE SUPPLY AND DELIVERY OF COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on December 28, 2017 for the supply and delivery of Copier Paper and Interdepartmental Envelopes for the Department of Public Works; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for thirty (30) items as contained in the bid specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, pursuant to public advertisement the City received (2) bids, the lowest bid being that from WB Mason Company Inc., however, the bid was non-responsive, therefore, rejected, therefore, the bid should be awarded to Papermart Inc., the lowest responsible bidder, whose bid was \$135,606.50; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Papermart Inc. to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand \$10,000.00 is available in Operating Account No. 01-201-31-433-201; 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 Papermart Inc. for the supply and delivery of Copier Paper and Interdepartmental Envelopes for the Department of Public Works;
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 thirty (30) items are as contained in bid specifications and the unit cost prices are set forth in the bidder's proposal;
4. 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 _____
 City Clerk File No. Res. 18-404
 Agenda No. 10.Z.16
 TITLE: APR 25 2018

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PAPERMART INC FOR THE SUPPLY AND DELIVERY OF COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES FOR THE DEPARTMENT OF PUBLIC WORKS

5. 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 the Account shown below:

Department of Public Works			Amount
Acct #	P.O #		
01-201-31-433-201	128813	Temp. Encumb.	\$10,000.00
		Total Contract	\$135,606.50

Approved by Peter Folgado 4/12/18
 Peter Folgado, Director of Purchasing

PF/RR/PC
 4/12/18

RR
 4-12-18

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

Certification Required
 Not Required APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature] Roland R. Laverno, Jr., President of Council
[Signature] Robert Byrne, City Clerk



151 Ridgedale Ave | East Hanover, NJ 07936
Phone: 800-772-2001 | Fax: 973-428-1598
www.papermartonline.com

May 14, 2019

Mr. Steve Miller
City of Jersey City
13-15 Linden Avenue East
Directors Office, 2nd Floor
Jersey City NJ 07305

Re: Copier Paper 2018
Bid Opened December 28, 2017

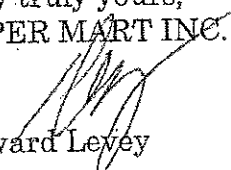
Dear Mr. Miller:

Please be advised that Paper Mart will accept the renewal of the contract with the increased charges that are allowed in the original bid specifications.

Should you have any questions, please do not hesitate to advise.

Thank you for your continued support.

Very truly yours,
PAPER MART INC.



Howard Levey
Treasurer

HL:jt

Jerseycitycontract.051419

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): Howard Leung - Treasurer

Representative's Signature: [Signature]

Name of Company: PAPER MART INC -

Tel. No.: 973-884-2508 Date: 4-26-19

**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 : PAPER MART INC.
Address : 151 RIDGEDALE AVE. EAST HANOVER NJ 07936
Telephone No. : 973-884-2505
Contact Name : Jodi Toner - of Howard Leary

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: PAPER MART INC.

Address: 151 Ridgefield Ave, East Hanover NJ 07936

Telephone No. : 973-824-2505

Contact Name: Jodi Tower or Howard Levey

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.

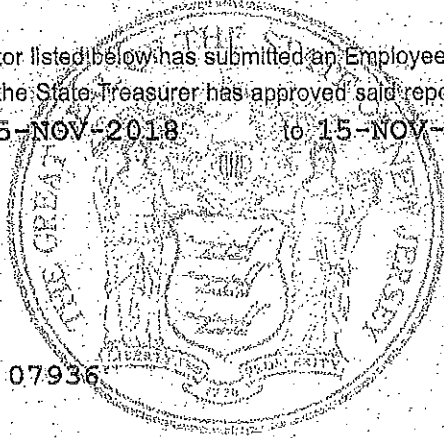
Woman Business Enterprise

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

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2018** to **15-NOV-2021**



PAPER MART, INC.
151 RIDGEDALE AVENUE
E. HANOVER NJ 07936

Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PAPER MART, INC.
Trade Name:
Address: 151 RIDGEDALE AVE
E HANOVER, NJ 07936-1206
Certificate Number: 0062240
Effective Date: September 19, 1940
Date of Issuance: March 01, 2018

For Office Use Only:

20180301124947779

**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 PAPER MART INC (name of business entity) has not made any reportable contributions in the **one-year period preceding April 25, 2018 (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 PAPER MART 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: PAPER MART INC

Signed: [Signature] Title: Treasurer

Print Name: Howard Covey Date: 5-18-19

Subscribed and sworn before me
this 15 day of May, 2019
My Commission expires:

JODI TONER

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar 11, 2023

[Signature]
Jodi Toner, Exec. Assistant
(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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
Jerald Levey	2 Lookheen Drive Livingston NJ
Kathleen Levey	8 Michelle Way Dunwoody GA
Janet Mar Block	502 Spring Valley Dr - Cedar Knolls

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: PAPER MART INC
 Signature of Affiant: [Signature] Title: Treasurer
 Printed Name of Affiant: Jerald Levey Date: 5-14-19

Subscribed and sworn before me this 15 day of May, 2019

JODI TONER
 My Commission expires **CLERK**
 My Commission Expires Mar 11, 2023

[Signature]
 (Witnessed or attested by)

 (Seal)

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

City Clerk File No. Res. 19-521

Agenda No. 10.38

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH RACHLES/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS AND DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-420, approved on May 10, 2017, awarded a one-year contract in the amount of \$802,760.00 for gas and \$602,070.00 for diesel fuel for a total contract amount of \$1,404,830.00 to Rachles/Michele's Oil Company for gas and diesel fuel for the City of Jersey City (City), Department of Public Works; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods; and

WHEREAS, Resolution No. 18-468, approved on May 9, 2018, exercised the first option and renewed the contract for one year in the amount of \$802,760.00 for gas and for one year in the amount of \$602,070.00 for diesel fuel for a total contract amount of \$1,404,830.00 with Rachles/Michele's Oil Company; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the second option and renew the contract for an additional one year period effective as of May 11, 2019 and ending on May 10, 2020; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is **\$1,404,830.00**; and

WHEREAS, funds in the amount of \$50,000.00 are available for gas and \$50,000.00 for diesel fuel in the Operating Account No. 19-01-201-31-434-208.

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 Rachles/Michele's Oil Company for **gas and diesel fuel** for the City of Jersey City (City), Department of Public Works;
- 2) The renewal contract is for a one year period effective as of May 11, 2019 and the total cost of the contract shall not exceed **\$1,404,830.00**;
- 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.;
- 4) Pursuant to N.J.A.C. 5:30-5.5(c) the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget and in the subsequent fiscal year budget.

(Continued on Page 2)

City Clerk File No. Res. 19-521

Agenda No. 10.38

TITLE: **JUN 12 2019**

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH RACHLES/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS AND DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS

- 5) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

I, Elizabeth Castillo Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 19-01-201-31-434-208 for payment of the above resolution.

Gasoline
Requisition # 0188587
Purchase Order # 133821

Diesel
Requisition # 0188586
Purchase Order # 133820

JMK
6/14/19

May 30, 2019

APPROVED: Patrick G. Stamato, DPW Director
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	EW	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 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 RACHLES/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS AND DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904 201-206-9531	stevem@jcnj.org

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

Contract Purpose

✦ For provide gas and diesel fuel citywide.
✦ Total spent in 2018 for both gasoline and diesel is \$1,434,000.00.

Cost (Identify all sources and amounts)

01-201-31-434-208 (Unclassified Operating)
Total Contract amount=\$1,404,830.00
Temporary Encumbrancy =\$100,000.00

Contract term (include all proposed renewals)

05/11/19 to 05/10/20. This is the final renewal.

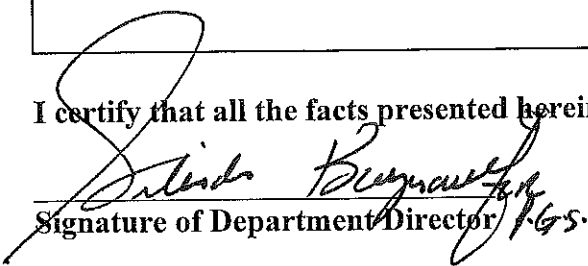
Type of award

Contract Renewal – Public Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

05/30/19.
Date

Signature of Purchasing Director

Date

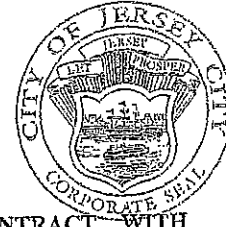
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-468

Agenda No. 10.Z.24

Approved: MAY 09 2018

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH RACHLES/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS AND DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-420, approved on May 10, 2017, awarded a one-year contract in the amount of \$802,760.00 for gasoline and \$602,070.00 for diesel for a total contract amount of \$1,404,830.00 to Rachles/Michele's Oil Company for gasoline and diesel for the City of Jersey City (City), Department of Public Works ; 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 May 11, 2018 and ending on May 10, 2019; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is \$1,404,830.00; and

WHEREAS, funds in the amount of \$80,000.00 are available in the Unclassified Operating Account No. 18-01-201-31-434-208.

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 Rachles/Michele's Oil Company for gasoline and diesel for the City of Jersey City (City), Department of Public Works ;
- 2) The renewal contract is for a one-year period effective as of May 11, 2018, and the total cost of the contract shall not exceed \$1,404,830.00;
- 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.
- 4) Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

(Continued on Page 2)

City Clerk File No. Res. 18-468

Agenda No. 10.Z.24 MAY 09 2018

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH RACHLES/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS AND DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 18-01-201-31-434-208 for payment of the above resolution.

Requisition # 0183511, 0183512

Purchase Order # 129068
129069

April 24, 2018

APPROVED: Patrick G. Stamato
(Patrick G. Stamato, DPW Director)

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											5.9.18
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 17-420
Agenda No. 10.Z.23
Approved: MAY 10 2017



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS & DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on March 16, 2017 for providing gas & diesel fuel for the Department of Public Works/Division of Automotive Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with minimum and maximum quantities for two (2) items as contained in the Bid Specifications:

Item No. 1 Gas Fuel
Item No. 2 Diesel Fuel; and

WHEREAS, Rachles/Michele's Oil Company, submitted the lowest bid on Item No. 1 in the amount of \$802,760.00 and Item No. 2 in the amount of \$602,070.00; and

WHEREAS, the sum of One Million, Four Hundred four Thousand, Eight Hundred and Thirty (\$1,404,830.00) dollars, will be budgeted for in the 2017 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Rachles/Michele's Oil Company to be fair and reasonable; and

WHEREAS, the sum of Fifty Thousand (\$50,000.00) Dollars for item No. 1 is available in Operating Account No. 01-201-31-434-208; and

WHEREAS, the sum of Thirty Thousand (\$30,000.00) Dollars for item No. 2 is available in Operating Account No. 01-201-31-434-208;

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 Rachles/Michele's Oil Company for the Supply and Delivery Gas and Diesel Fuel for the Department of Public Works/Division of Automotive Maintenance
2. This contract is awarded as a one-year (1) open-end contract on Item No. 1 in the amount of \$802,760.00 and Item No. 2 in the amount of \$602,070.00. The City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon;
3. The Minimum and maximum quantities for Items No. 1 and No. 2 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.

(continued on Page 2)

Continuation of Resolution _____
City Clerk File No. Res. 17-420
Agenda No. 10.Z.23 MAY 10 2017

TITLE: RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO RACHEL/MICHELE'S OIL COMPANY FOR SUPPLY AND DELIVERY OF GAS & DIESEL FUEL FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANE

- 6. 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.; and
- 7.
- 8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 Calendar Year permanent budget and in the subsequent fiscal year budget.

I, Donna Mauzer (Donna Mauzer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account shown below

Department of Public Works/Administrative Services.		Amount	
Acct #	P.O #		
01-201-31-434-208	124955	Gas Fuel Temp. Encumb.	\$50,000.00
		Total Amount for Gas Fuel	\$302,760.00 *
01-201-31-434-208	124956	Diesel Fuel Temp. Encumb.	\$30,000.00
		Total Amount for Diesel Fuel	\$602,070.00 *
		Grand Total Gas & Diesel	\$1,404,830.00 *

Approved by Raquel Toledo, RPPS
for Peter Folgado, Director of Purchasing, QPA

PF/pc
4/27/17

APPROVED: _____ APPROVED AS TO LEGAL FORM _____ B.R.
5-1-17

APPROVED: [Signature] Business Administrator [Signature] Joanne Marchan Corporation Counsel

Certification Required
Not Required APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.10.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature] Rolando R. Lavarro, Jr., President of Council [Signature] Robert Byrne, City Clerk

RACHLES/MICHELE'S OIL COMPANY
116 KULLER ROAD
CLIFTON, NJ 07011
PHONE (973) 546-1041 FAX (973) 546-0126
Email: Rachlesoil@gmail.com

April 24, 2019

To Whom It May Concern:

Rachles/Michele's Oil Company Inc. would like to renew the 2nd option for the current Gasoline/Diesel bid for the City of Jersey City. The extension proposed would be for a period of (1) year (5/10/2019-5/9/2020). The extension will be in accordance with the terms and conditions of the current contract.

If you have any questions regarding this matter, please feel free to contact me at (973) 546-1041 or via email at Rachlesoil@gmail.com.

Thank you

Sincerely,



Michele Restaino
President



MICHELE RESTAINO <rachlesoil@gmail.com>

Affirmative Action and Pay - to - Play forms

1 message

Steve Miller <SteveM@jcnj.org>
To: OFFICE <rachlesoil@gmail.com>

Mon, Apr 8, 2019 at 2:37 PM

Please complete the attached forms and return them to me. Please send a copy by email and the original forms in the mail.

Please provide a letter agreeing to the option to extend the current contract.

Steve Miller ,Confidential Assistant
City of Jersey City / Public Works Director's Office
13-15 Linden Avenue East
Jersey City, N.J. 07305
(201) 547-4904

↓
Renewal
5/10/19 ~ 5/19/20
Renewing the 2nd
option

3 attachments

- revised EEO forms for goods and services.pdf
1267K
- Pay to Play - All Documents (updated 02-05-19).pdf
1837K
- Minority Business Forms.pdf
115K

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):

Michele Bestaino

Representative's Signature:

Michele Bestaino Pres.

Name of Company:

Bachles/Michele's Oil Co Inc.

Tel. No.:

973-546-1041

Date:

4/23/19

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

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

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

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

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

Representative's Name/Title Print: Michelle Restaino
Representative's Signature: *Michelle Restaino*
Name of Company: Bachles/Michèle's Oil Co. Inc.
Tel. No.: 973-546-1041 Date: 4/23/19

**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 : Rachles/Michele's Oil Co Inc.
Address : 1160 Kuller Road Clifton, NJ 07011
Telephone No. : 973-546-1041
Contact Name : Michele Bestaino

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name: Rachles/Michele's Oil Co Inc.
Address: 116 Kuller Road Clifton, NJ 07011
Telephone No.: 973-540-1041
Contact Name: Michele Bestaino

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

CERTIFIED

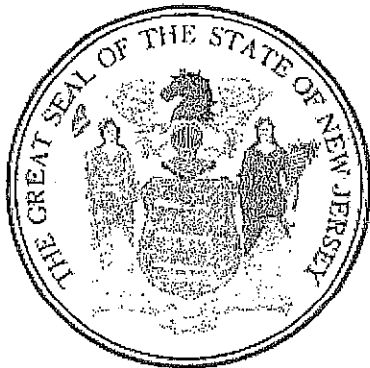
under the

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

This certificate acknowledges **RACHLES/MICHELE'S OIL COMPANY INC**
RACHLES/MICHELE'S MOTOR OIL CO INC is a WBE owned and controlled
company, which has met the criteria established by N.J.A.C. 17:46.

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

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



Peter Lowicki
Deputy Director

Issued: May 17 2016
Certificate Number: 68020-15

Expiration: May 16, 2019

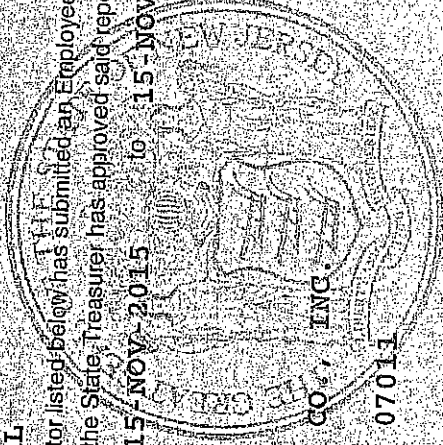
Certification 17706

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

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

15 NOV-2015 to 15 NOV-2022

RACHLES/MICHELES OIL, CO., INC.
116 KULLER ROAD
CLIFTON NJ 07011



A handwritten signature in black ink, appearing to read "Robert A. Romano", is written over the seal.

Robert A. Romano,
Acting State Treasurer

05/03/12

Taxpayer Identification# 223-109-854/000

Dear Business Representative:

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

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

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

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, NJ 08646-0252
TAXPAYER NAME: RACHLES/MICHELE'S OIL COMPANY, INC.	TRADE NAME:	
ADDRESS: 116 KULLER RD CLIFTON NJ 07011	SEQUENCE NUMBER: 0073579	
EFFECTIVE DATE: 06/14/91	ISSUANCE DATE: 05/03/12	
FORM-BRC	Director New Jersey Division of Revenue	

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

(04-08) 5205846v

**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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
Michele Bestaino	38 Collins Ave Bloomfield, NJ 07003

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: Bachleg Michele's Oil Co Inc.
 Signature of Affiant: Michele Bestaino Pres. Title: President
 Printed Name of Affiant: Michele Bestaino Date: 4/24/19

Subscribed and sworn before me this <u>21st</u> day of <u>April</u> , 20 <u>19</u>	<u>Susan Carling</u> Notary Public New Jersey	<u>Susan Carling</u> (Witnessed or attested by)
My Commission expires:	My Commission Expires 4-12-22 No. 2099093	(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:	Bachles/Michele's Oil Co Inc.		
Address:	1160 Kuller Road		
City:	Clifton	State:	NJ
		Zip:	07011

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

Michele Restaino
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
			\$
N/A			

Check here if the information is continued on subsequent page(s)

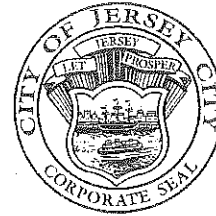
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-522

Agenda No. 10.39

Approved: JUN 12 2019

TITLE:



RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO AMERICAN MULTI-CINEMA, INC. A/K/A AMC NEWPORT CENTER FOR THE RENTAL OF MOVIE THEATERS FOR SENIOR CITIZENS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AFFAIRS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City "City", Department of Health and Human Services offers free movies to Jersey City's senior citizens; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited two quotes, including one from American Multi-Cinema Inc., a/k/a AMC Newport Center, 30-300 Mall Drive, Jersey City, New Jersey 07302 in the total amount of twenty four thousand dollars (\$24,000.00); and

WHEREAS, the Purchasing Director believes the proposal of American Multi-Cinema Inc., a/k/a AMC Newport Center to be the most advantageous, price and other factors considered; and

WHEREAS, the City of Jersey City (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 Health and Human Services, 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 are available for this contract in the Operating Account;

Account	PO #	Total Contract
02-213-40-918-614	133729	\$24,000.00

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

1. A contract award in the amount of \$24,000.00 for the rental of movie theaters is awarded to American Multi-Cinema Inc., a/k/a AMC Newport Center;
2. The term of the contract shall be effective May 1, 2019 through December 31, 2019;

(Continue on page 2)

City Clerk File No. Res. 19-522

Agenda No. 10.39

TITLE: JUN 12 2019

RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO AMERICAN MULTI-CINEMA, INC. A/K/A AMC NEWPORT CENTER FOR THE RENTAL OF MOVIE THEATERS FOR SENIOR CITIZENS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AFFAIRS

- 3. Upon certification by an official or employee of the City authorized to administer the contract met, 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.;
- 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, shall be placed on file with this resolution; and
- 5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, Elizabeth Castillo, Elizabeth Castillo, Acting, 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 Operating Account;

Account	PO #	Total Contract
02-213-40-918-614	133729	\$24,000.00

Approved by: Peter Folgado 5/29/19
 Peter Folgado, Director of Purchasing Date
 RPPG, QPA

PF/pv/RR
5/29/19

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

APPROVED AS TO LEGAL FORM [Signature]
 Corporation Counsel

R.R.
5.30.19

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrrie, City Clerk

RESOLUTION FACT SHEET

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 RATIFYING THE AWARD OF A CONTRACT TO AMERICAN MULTI-CINEMA, INC. A/K/A AMC NEWPORT CENTER FOR THE RENTAL OF MOVIE THEATERS FOR SENIOR CITIZENS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AFFAIRS

Initiator

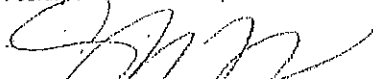
Department/Division	HEALTH & HUMAN SERVICES	SENIOR AFFAIRS
Name/Title	STACEY FLANAGAN	DIRECTOR
Phone/email	201-547-4777	SFlanagan@jcnj.org

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


Resolution Purpose

[Empty box for Resolution Purpose]

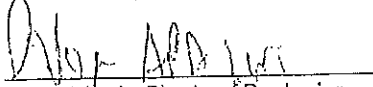
I certify that all the facts presented herein are accurate.



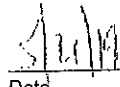
Signature of Department Director



Date



Peter Folgado, Director of Purchasing
RPPO, QRA



Date

DETERMINATION OF VALUE CERTIFICATION

I, Stacey Flanagan, of full age, hereby certify the following:

1. I am the Director of Health and Human Services.
2. The City requires movie theater rental for Jersey City Seniors.
3. The City informally solicited quotations for movie theater rental.
4. The administration's recommendation is to award a contract to AMC Newport Center.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. 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.

Date

8/5/19


Stacey Flanagan, Director
Health & Human Services

**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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
AAC Entertainment Holdings, Inc.	1500 Ash St Lenwood, NJ 06211

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: American Multi-Cinema, Inc.
Signature of Affiant: [Signature] Title: SVP, General Counsel & Sec'y
Printed Name of Affiant: Kevin M. Connor Date: May 9, 2019

Subscribed and sworn before me this 9 day of May, 2019

My Commission expires: 5.9.2021

[Signature]
(Witnessed or attested by)


NOTARY PUBLIC - State of Kansas
CHERYL L EDLIN
My Appt. Expires 5.9.2021

(Seal)

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

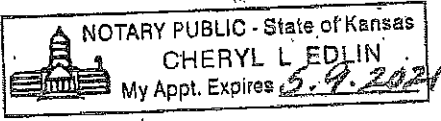
PART II - Signature and Attestation:

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: American Multi-Cinema, Inc.
Signed: Kevin Connor Title: Gen. Counsel & Secretary
Print Name: Kevin Connor Date: May 9, 2019

Subscribed and sworn before me
this 9 day of May 2019
My Commission expires: 5.9.2021

Cheryl L Edlin
Notary Public
(Print name & title of affiant) (Corporate Seal)



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

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):

Kevin M. Connor, SUP, General Counsel & Secretary

Representative's Signature:

Name of Company:

American Multi-Cinema, Inc.

Tel. No.:

913.213.2506

Date:

May 9, 2019

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. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services 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 its 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: Kevin M. Connor, SVP General Counsel ; Secretary
Representative's Signature: [Signature]
Name of Company: American Muffin-Cake, Inc.
Tel. No.: 913.213.2506 Date: May 9, 2019

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: American Mulk. - Cinema Inc
Address: 11500 Ash St., Lenoir, VA 22641
Telephone No.: 913.213.2506
Contact Name: Kevin M. Cannon

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



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0093057 FOR AMERICAN MULTI-CINEMA INC IS VALID.

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:

SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY: _____ 2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **27,405**

4. COMPANY NAME: **AMC THEATRES**

5. STREET: **11500 Ash St** CITY: **Lenawo** COUNTY: **JO** STATE: **KS** ZIP CODE: **66211**

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

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

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: **27**

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

10. PUBLIC AGENCY AWARD(S) (FEDERAL): _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Official Use Only: DATE RECEIVED: _____ ISSUANCE DATE: _____ ASSIGNMENT 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 and minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL 1 TOTAL (Col 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN	BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN
Officials/Managers	159	103	56	15	29		1	58	15	14		1	26
Professionals													
Technicians													
Sales Workers													
Office & Clerical	1	1	0					1					
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers	1440	813	627	243	183	1	37	319	221	155	1	19	231
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

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

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

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

13. DATES OF PAYROLL PERIOD USED: From: **1/1/2017** to: **12/31/17**

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): **MARK WILSON** SIGNATURE: *[Signature]* TITLE: **EVENTS REP** DATE: **12/29/17**

17. ADDRESS NO. & STREET: **11500 Ash St** CITY: **Lenawo** COUNTY: **JO** STATE: **KS** ZIP CODE: **66212** PHONE AREA CODE, NO. (EXTENSION): **913-213-2173**



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF HEALTH & HUMAN SERVICES

H.H.S. | 199 SUMMIT AVENUE | JERSEY CITY, NJ 07304
P: 201 547 6800 | F: 201 547 5168



STACEY L. FLANAGAN
DIRECTOR

MEMORANDUM

TO: Peter Folgado

FROM: Stacey Flanagan

CC: Joan Eccleston

Date: October 21, 2016

RE: Movie Concerns

As you know it is impractical for the City to solicit proposals from any other theaters due to many bad experiences with the Hudson Mall (see appendix). We sent a letter to Hudson Mall in 2015 regarding the worn out carpeting on the stairs leading to the theater which could cause the seniors to trip. In addition, four of the theaters are at end of a long sloping hallway with no handrail for the seniors and there are no seats for seniors who arrive early while they wait for the theater to open. The contract states that the theater must offer first rate recent movies which Hudson Mall does not offer until approximately two weeks after the release date. The movies that are offered are ususally violent, supernatrual and not liked by the seniors. With that being said, unfortunately our concerns were not resolved during our contract with Hudson Mall and due to our transportation schedule the theater must be in Jersey City leaving Newport Mall as our only alternative option.

If you need additional information please contact me or Joan Eccleston.

Thank you,

A handwritten signature in cursive script, appearing to read "Sm".

Stacey L. Flanagan, Director

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

City Clerk File No. Res. 19-523

Agenda No. 10.40

Approved: JUN 12 2019



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A COMPETITELY
BID CONTRACT TO WHITSONS FOOD SERVICE FOR PREPARING
SENIOR HOME DELIVERED MEALS**

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, the City of Jersey City ("City") has a need for meals that can be delivered to homebound seniors through the "Meals on Wheels" program in the Department of Health & Human Services, Division of Food & Nutrition; and,

WHEREAS, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq.; and,

WHEREAS, a Request for Proposals (RFP) was issued by the Department of Health & Human Services on April 18, 2019; and,

WHEREAS, on May 9, 2019, the City received 2 responses to the RFP; and,

WHEREAS, the evaluation committee appointed by the Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared the report attached hereto recommending that the contract be awarded to Whitsons Food Service, located at 1800 Motor Parkway, Islandia, NY 11749; and,

WHEREAS, the contract term is 12 months beginning on July 1, 2019 and ending June 20, 2020 with an option to renew for two additional 12-month terms; and,

WHEREAS, the cost per meal will be \$4.85, and the total amount of the 12-month contract is not to exceed \$1,164,000, and the additional twelve-month options would be \$1,164,000 each; and,

WHEREAS, funds in the amount of \$50,000 are available in account 02-213-40-918-514;

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

1. Pursuant to NJSA 40A:1104.1 et seq., a contract is awarded to Whitsons Food Service for the preparation of home-delivered meals;
2. The term of the contract is twelve (12) months effective July 1, 2019 with the option to renew for two additional twelve (12) month periods;
3. The total amount of the twelve month contract is not to exceed \$1,164,000 and the additional twelve month options would be not to exceed \$1,164,000 for each year;
4. Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the same form of the attached;
5. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;

**RESOLUTION AUTHORIZING THE AWARD OF A COMPETITELY
BID CONTRACT TO WHITSONS FOR PREPARING SENIOR HOME
DELIVERED MEALS**

- 6. Notice of this action shall be published in a newspaper of general circulation within the municipality within 10 days of this award;
- 7. The award of this contract shall be subject to the condition that Whitsons Food Service 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. Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided and that the requirements of the contract met, then; payment to the consultant shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and,
- 9. Pursuant to N.J.A.C. 5:30-5.5(d)(2) the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in subsequent fiscal year budgets.

I, Elizabeth Castillo (Elizabeth Castillo) Acting Chief Financial Officer, certify that funds in the amount of \$50,000 are available in account no. 02-213-40-918-514. PO# 133937

APPROVED: _____
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			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.

Rafaelo 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 COMPETITIVELY BID CONTRACT TO WHITSONS FOOD SERVICE FOR PREPARING SENIOR HOME DELIVERED MEALS

Project Manager

Department/Division	Health & Human Services	Food & Nutrition
Name/Title	Stacey Flanagan/Angela Davis	Department Director/Division Director
Phone/email	(201) 547 6560/4838	SFlanagan@jcnj.org/ADavis@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 to award a competitively bid contract to Whitson Culinary Group Inc. for the preparation of home delivered meals for the "Meals on Wheels" program. The RFP was issued on April 18th and two proposals were submitted to the City. A committee selected Whitsons Food Service as the winning bid based on their scores on the attached rubric.

Cost (Identify all sources and amounts)

\$4.85 per meal, not to exceed \$1,164,000 per year

Contract term (include all proposed renewals)

July 1, 2019 through June 30, 2020

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Margaret Dennis
Signature of Department Director
for Stacey Flanagan

6/5/2019
Date



City of Jersey City
Department of Administration

RFP Committee Evaluation
Home Delivered Nutrition Program Proposals
MAY 31, 2019

Executive Summary

On May 9, 2019, the City of Jersey City ("City") received two (2) proposals in response to its Request for Proposals (RFP) for the Home Delivered Nutrition Program (Meals on Wheels). The scoring of the proposals is below (out of a possible 300 points):

Vendor	Bushell	Davis	Kozakiewicz	LaMonica-Egar	Lee
Revolution Foods	235	225	265	215	190
Whitsons	290	255	295	300	275

The proposals were evaluated according to criteria established by the Department of Health and Human Services (HHS), Division of Food & Nutrition.

The proposal submitted by Whitsons Food Service was scored the highest by the greatest number of evaluators.

In accordance with the statutes for competitive contracting (N.J.S.A. 40A:11 - 4.1 et seq), it is recommended that a contract be awarded to Whitsons Food Service to be the food vendor for the Home Delivered Nutrition Program (Meals on Wheels).

This contract is for a one-year (1) open-end contract. The minimum and maximum quantities for one (1) meal are contained in the RFP Specifications and the unit cost is set forth in the Respondent's proposal.

The Vendor shall deliver a minimum of 3,500 meals and a maximum of 5,000 meals on a weekly basis. During the contract term, the number of meals that the Vendor shall provide will be subject to change as the number of seniors participating in the program increases and decreases. As a result, HHS reserves the right to increase or decrease the number of meals. However, the number of meals will remain within the range of the specified minimum and maximum numbers.

Based on a unit cost of \$4.85, the estimated cost of the proposal over 3 years (1 year + 2 possible 1 year renewals) will be a minimum of \$2,444,400 and shall not exceed \$3,492,000. Minimum of cost per year of \$814,800 (year 1-3) and a maximum cost per year of \$1,164,000 (year 1-3).

Background

Competitive contracting (N.J.S.A. 40A:11- 4.1 et seq) was employed to solicit proposals that would attract the best qualified vendor. On May 9, 2019, the City received two (2) responses to the original Request for Proposals and the initial evaluation process was started.

The RFP as issued on April 18, 2019, is contained in Appendix A.

Introduction/Scope of Services

The City of Jersey City ("City") solicited proposals to provide and deliver frozen meals for its Home Delivered Nutrition Program (Meals on Wheels).

The scope of services, as detailed in the RFP consists of the following:

Meal Type

The Vendor must provide flash or blast frozen meals and fresh supplemental food items such as juice, milk, fruit, and bread.

Menu Nutritional Standard Requirements

1. Menus must be planned in accordance with all rules and regulations pertaining to the Older Americans Act Title III-C meal pattern requirements.
2. All meals must comply with the current USDA Dietary Guidelines for Americans and meet a minimum of 1/3 the Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board of National Research Council of the National Academy of Sciences. Menus not meeting these standards will be considered non-responsive.
3. Menus must be developed with the guidance of a Registered Dietitian. Respondents must include a copy of the Registered Dietitian’s credentials and certifications in their Proposals.
4. Approval of all menus and any menu modifications rests solely with the City’s Department of Health and Human Services (HHS) which reserves the right to approve and monitor all menus. The Vendor must be equipped and prepared to make modifications to any menu as requested by HHS within three (3) business days of receiving the request.

Meal Component Requirements:

Individual meals must include the following components:

Food Group	Servings per Meal/Portion Size	Selection Guidelines
<p>Meat or Meat Alternative</p>	<p>3 oz. or equivalent 20 grams of protein 1 serving equals:</p> <ul style="list-style-type: none"> • 1 oz. cooked lean meat, fish, poultry • 1/4 cup cooked beans, peas, or lentils • 1 oz. low- fat cheese • 1 egg, medium • 1/2 cup low-fat cottage cheese • 1/4 cup tofu • 1/3 cup or 1 1/2 ounces nuts • 2 TBSP or 1/2 ounces seeds 	<ul style="list-style-type: none"> • Serving weight is the edible portion, and does not include skin, bone, or coating. • Canned beef and pork should have no more than 480 mg or less sodium per serving. • Lunch meats must have 480 mg or less sodium per serving.

		<ul style="list-style-type: none"> • Meats should be baked, broiled, grilled, or roasted. • Ground meat is not be provided more than twice weekly. • Processed, smoked, or cured meats (i.e. smoked ham, sausage, cold cuts, etc.) is not to be provided more than once per week.
Bread, Cereal, Rice, Pasta	<u>2 servings</u> <ul style="list-style-type: none"> • 1 slice bread or 1 oz. dinner roll • 1/2 cup cooked pasta, rice or grain cereal • 4-6 crackers • 1 6-inch tortilla • 1 ¼ inch square of cornbread • 1- 2" diameter biscuit 	<ul style="list-style-type: none"> • Sliced sandwich bread must contain \leq 180 mg sodium per serving, be whole wheat/whole grain and contain \geq 2 grams fiber per serving. • At least 1 serving must be whole grain products.
Vegetable	<u>2 servings</u> <ul style="list-style-type: none"> • ½ cup cooked vegetables • 1 cup raw leafy vegetable • 6 oz. 100% vegetable juice • 1 small potato or ½ cup mashed potatoes • ½ cup sweet potato, winter squash, corn, or sweet peas 	<ul style="list-style-type: none"> • Limit starchy vegetables to one serving per meal. • Fresh or frozen vegetables are preferred. • High vitamin A vegetables (dark-green, red, and orange) must be provided at least three (3) times per week. • A high Vitamin C source must be provided daily.
Fruit	<u>1 serving</u> <ul style="list-style-type: none"> • 1 medium whole fruit • 1/2 cup fresh, frozen, or canned fruit • 6 oz. 100% fruit juice • ¼ cup dried fruit • 1/8 melon 	<ul style="list-style-type: none"> • Canned fruit must be in unsweetened juice or water. • No fruit canned in syrup is allowed. • All juice must be 100% juice. • No fruit punch, fruit cocktail, or fruit drink is allowed.

Fresh Milk or Milk Alternative	1 serving <ul style="list-style-type: none"> • 1 cup fluid milk • 1 cup yogurt • 1 cup tofu processed with calcium salt • 1 ½ oz. natural cheese 	<ul style="list-style-type: none"> • Nonfat dry milk is not allowed. • Milk can be 2%, 1% or nonfat. • No flavored or sweetened milk is allowed. • Milk must be pasteurized, Grade A, and fortified with vitamins A & D. • No rBST hormones
Margarine or Butter	<ul style="list-style-type: none"> • 1 serving equals 1 tsp. 	<ul style="list-style-type: none"> • Margarine must be from vegetable oils, trans fat free, and fortified with vitamin A. • No rBST hormones
Dessert (Optional)	<ul style="list-style-type: none"> • 1 serving equals ½ cup 	<ul style="list-style-type: none"> • Ripe, seasonal whole fruit or cut fruit is preferred over grain-based desserts. • Nutrient-rich desserts containing fruit, whole grains, low fat milk products are preferred. • Fruit-based desserts can be counted towards a serving of fruit if it contains ½ cup of fruit. • Baked desserts, i.e. cakes, pies, and cookies are allowed no more than once a week • No commercially packaged desserts which are high in fat and sugar are allowed.
Condiments and Sauces (Optional)	<ul style="list-style-type: none"> • 1 serving equals 1 Tbsp. low-fat mayonnaise • 2 Tbsp. light salad dressing 	<ul style="list-style-type: none"> • Salad dressing must contain \leq 290 mg sodium per serving • Sauces must contain \leq 480 mg per serving.

Nutritional Analysis Requirements

Key Nutrients for Older Adults		
<p>This chart shows the daily level as established by the current Dietary Reference Intake and Dietary Guidelines for a >70 year male, as well as the target values for each meal.</p> <p>Nutrient requirements may be averaged over one week to allow more flexibility in menu planning.</p>		
Nutrients	DRI/Dietary Guidelines Daily Level	Target values for one meal (1/3 of daily levels)
Calories	2000	> or equal to 660 kcals
Protein	56 g	19 g
Total Fat	20-35% of calories; no more than 35% per meal	20-35% of calories; no more than 35%
Saturated Fat	<10% kcals	<10% kcals
Trans Fat	0 g	0 g
Carbohydrate*	130 g	43g
Fiber	28 g	9 g
Calcium	1200 mg	400 mg
Magnesium	420 mg	139 mg
Zinc	11 mg	4 mg
Vitamin A*	900 mcg	300 mcg
Vitamin B1, Thiamin*	1.2 mg	0.4 mg
Vitamin B2, Riboflavin*	1.3 mg	0.4 mg
Vitamin B3, Niacin*	16 mg	6 mg
Vitamin B6	1.7 mg	0.6 mg
Vitamin B12	2.4 mcg	0.8 mcg
Vitamin C	90 mg	30 mg
Vitamin D*	800 IU	266 IU
Iron*	6 mg	2 mg
Sodium	2300 mg	767-1050 mg

Source: 2015-2020 Dietary Guidelines and Dietary Reference Intakes

<https://health.gov/dietaryguidelines/2015/guidelines/appendix-7/>

* = will be monitored if required by NJ SUA

Nutrients of Concern

1. All individual items must contain \leq 480 mg sodium per serving. "Low sodium" (\leq 140 mg sodium per serving) food should be used whenever possible.

2. Foods that are high in sodium include: processed meats, baking mixes, pasta sauce, chicken stock or other broths or soup bases, processed cheeses, canned soups, and canned/package meals should be served less often.
3. Menus must provide a high vitamin A vegetable (dark-green, red and orange) at least three (3) times per week and provide at least 1000 IU of vitamin A through the foods served.
4. Menus must provide a high vitamin C source daily. Each meal must provide at least 30 mg of vitamin C.

Food Quality

1. All food and raw ingredients will be fresh, whole foods based, minimally processed, and high quality. All beef, pork, turkey, and chicken products must be USDA inspected. Organic and/or locally grown ingredients are preferred when possible.
2. Food shall be obtained from sources that comply with all laws related to food, food processing, and food labeling. The Vendor will not use products dated beyond the "pull date" on fresh meats. Milk shall be dated with a "pull date" and will be delivered a minimum of eight (8) days prior to the date on the carton.
3. Food ingredients must reflect variety and quality in terms of color, texture, flavor, and appearance. Meals must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat and the ripeness of fresh fruit due to the age of our participants. The Vendor is responsible for assuring the quality of its food before sending meals to the HHS.
4. Food ingredients and menus should seek to be culturally appropriate to serve Jersey City's diverse population.
5. Ingredients must meet the following requirements:
 - a. No fully or partially hydrogenated oils
 - b. No artificial trans fats
 - c. No deep-fried foods
 - d. No high fructose corn syrup
 - e. No processed artificial sweeteners
 - f. No artificial colors, flavors, or sweeteners
 - g. No MSG
 - h. No sodium nitrates and nitrites in meat
 - i. No animal by-products

- j. No mechanically separated meats
- k. No rBST hormones in milk
- l. No BHA & BHT

6. Minimum Grades for All Foods Shall be as Follows:

- a. **Beef:** USDA Grade A Choice
 - b. **Pork:** USDA Number 1 (as defined in S.R.A., Number 171, U.S. Standards and Grades of Pork Carcasses)
 - c. **Lamb:** USDA Choice
 - d. **Poultry:** USDA Grade A to be used for all fresh or frozen poultry products. Necks, backs, wings, alone shall not be used unless given prior approval by HHS. Reconstructed roll products are not acceptable.
 - e. **Variety Meats:** Grade Number 1 from USDA Government inspected plants.
 - f. **Dairy:** Grade A
 - g. **Fish/Seafood:** Must be fresh or frozen and be a nationally distributed brand packed under continuous inspection of the U.S. Department of Interior.
 - h. **Canned fruits and juices:** Grade A (Fancy) and Grade B (Choice) are to be used for all graded and fruit juices. Grade C (Standard) may be used for pie and cobbler products only.
 - i. **Fresh vegetables:** USDA Fancy and No. 1 to be used for all graded fresh vegetables as a minimum standard.
 - j. **Frozen fruits and vegetables:** USDA Grade A is to be used for all grade frozen fruits and vegetables as a minimum standard.
7. The Vendor must keep on file specification sheets showing nutrient content of purchased prepared foods.
8. The Vendor must ensure that all packaged foods regulated under the Federal Food, Drug, and Cosmetic Act (FFD&C Act) comply with the Food Allergen Labeling and Consumer Protection Act (FALCPA) of 2004 which requires the labeling of the eight (8) major allergen foods and any ingredient that contains protein derived from one or more of them. The eight (8) major allergen foods are dairy, soy, peanut, tree nut, fish, shellfish, egg, and wheat.

9. The Vendor shall be liable for meals that do not meet the nutritional standards and requirements, are spoiled or unwholesome at time of delivery, are incomplete or insufficient in number ordered, or are delivered after the time specified by the HHS.
10. If any portion of a meal other than the entree is delivered in an unacceptable condition, such as incorrect temperature (potentially hazardous), less than contracted portion, spoiled, or delivered too late, the Vendor shall be liable for the cost of that portion. If the entree is unacceptable, the Vendor shall be liable for the cost of the entire meal. The delivery driver must remain at the site until the food is checked by HHS staff. All shortages shall be noted on the packing slip for proper crediting, for the cost of the entire meal.
11. The Vendor agrees to implement and/or maintain a Hazard Analysis and Critical Control Point (HACCP) plan.

Menu Cycle

1. The Vendor shall provide a minimum four (4) week menu cycle with seven (7) menus per week. There will be at least twenty-eight (28) different entrée/side dish combinations in each menu cycle. Menu plans for frozen five (5) day and two (2) day packs will be based on the seven (7) meals per week menu plan. HHS is part of the Meatless Mondays Movement. Each Monday menu must be vegetarian or plant-based including vegetable stock/broth for soups.
2. Food items must be varied within the week and within the menu cycle. Menus should strive to reflect the seasonal availability of food.
 - a. Avoid having the same entree, fruit, vegetable, or dessert on the same day of the following week. For example, do not serve turkey on Tuesday of two consecutive weeks.
 - b. Do not use the same meat, poultry, grain, starch, vegetable, or fruit, even in a different form, two consecutive days in a row. For example, do not serve mashed potatoes on Monday and roasted potatoes on Tuesday.
 - c. Provide a variety of foods and preparation methods. Consider color, different food combinations, texture, size, shape, taste, and appearance.
3. The Vendor must provide nutritional analysis of the proposed menu cycle. Upon award of contract, nutritional analysis shall be provided on a monthly basis.
4. The Vendor shall submit menus for compliance with DRI standards to the HHS staff dietitian. Menus must be submitted to the HHS staff dietitian at least six (6) weeks before the start of the month.

5. HHS's staff dietitian will provide approval or changes/modifications within two (2) business days of receiving the proposed menu. The Vendor shall make menu changes no later than three (3) business days after submission.
6. The Vendor will keep HHS informed of adjustments and new menu development.
7. The Vendor must submit standardized recipes and food labels for any precooked foods for each meal along with the menu.
8. If a food item is precooked, the Vendor must provide a food specification sheet. Serving size, nutritional analysis, brand name, and ingredients should be included. The Vendor must copy the Nutrition Panel and ingredient list on the food label, or obtain Food Specification sheets (cut sheets) from its suppliers.
9. Recipes must include a Hazard Analysis Critical Control Point (HACCP) plan detailing safe food handling procedures for menu items made by the Vendor.

Meal Substitution Policy

1. Vendor substitutions in the menu should be rare and infrequent. Price increases for meal components will not justify changes. Menu substitutions will be acceptable if: (a) needed food items are not available from supplier; (b) changes in product formulations for processed foods result in nonconformance with specifications; (c) food item is not amenable to production requirements; (d) there is documented evidence of extensive consumer dissatisfaction with product quality.
2. In any of these events, a substitution from the same food category may be made, at no increase in the price of the meal. All menu substitutions by the Vendor are to be submitted in writing for approval to the HHS at least five (5) business days prior to serving date. The Vendor may, however, in an emergency situation, make menu substitutions on verbal approval to HHS, with written notice to follow for documentation.
3. If a substitution, or a failure to substitute, results in meals containing less than the minimum nutrient requirement, the meals will be disallowed and the Vendor will not be paid for the meals.

USDA Donated Foods

In accordance with Older Americans Act, Section 311 9b (1) – The State of New Jersey has chosen since the inception of the Nutrition Program for the Elderly, to receive cash in lieu of donated food commodities. When cash has been accepted by the State, no commodity distribution can be accepted. Vendors are advised that the use of donated commodities is strictly

prohibited for use in the production of any meals for the Jersey City Home Delivered Nutrition Program.

Food Establishment and Inspection of Facility

1. The Vendor shall identify the location of the production facility where meals will be produced. This includes the name of the facility, address, city, and state. If the Vendor will utilize more than one facility (location) it must provide the same information for all sites, and include a copy of the local Department of Health certification for each facility with the Proposal.
1. The plant supervisor must, by virtue of academic training or extensive food production experience, be knowledgeable in food processing and technology. All food handlers must be trained in the minimum sanitation standards and receive regular, documented in-services on proper food handling and sanitation procedures.
2. HHS reserves the right to inspect the Vendor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
3. The Vendor's facilities are subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.

Packing and Labeling Requirement

1. Vendor shall prepare all meals and components in individually packaged containers for easy service.
2. Hot Meal Unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
3. Cold Meal Unit or Unnecessary-to-heat Container and overlay shall be recyclable plastic or paper and non-toxic.
4. Each serving of milk must be provided in an individual carton.
5. Each serving of fruit or vegetable juice must be provided in an individual carton or container.
6. Each serving of processed fruit, pudding, or yogurt must be provided in an individual container.

7. The Vendor shall use environmental friendly products when possible.
8. The Vendor shall not use Styrofoam items of any type.
9. The Vendor shall only use #1 & #2 plastics.
10. The Vendor shall not use lightweight plastic bags with a thickness of 2.25 mils or less, including “biodegradable plastic” and “compostable plastic” bags.
11. The Vendor shall not use non-recyclable paper bags and all paper bags that do not include at least 40% post-consumer recycled content.
12. Label Requirements for Individual Meal Trays: The labels on the individual meal trays must, at a minimum, contain the following information: (a) quality assurance or “use by” date; (b) list of items in the meal tray; (c) storage instructions; (d) instructions for safely thawing and reheating food items in both the microwave and a conventional oven; and (e) nutritional label with a list of ingredients in decreasing order based on ingredient quantity.
13. Label Requirement for Juices, Puddings, Fruit, etc. – The package label must state that the items are to be kept frozen or refrigerated and have a quality assurance or “use by” date.
14. The performance quality of the disposable items shall be subject to approval upon examination of samples submitted to HHS.

Stock Storage and Rotation

1. Frozen meals must be stored in a freezer with a temperature of 0° F or less. The Vendor will routinely monitor the temperature of the freezers, log the temperatures, and maintain logs on file for inspection.
2. Meals must be stored to ensure that contents will remain intact without denting, crushing, etc. The Vendor must have an established procedure for identifying manufacture or production dates. Stock must be rotated on the basis of First-IN, First-OUT (FIFO).
3. Meals must remain in a solid frozen state during storage and transport. Frozen meals cannot exceed or be held in the freezer for more than two weeks prior to delivery to HHS.

Bundling, Quantities, and Orders

1. The Vendor shall bundle the meals in accordance with HHS specifications, which are subject to change during the contract term.
2. The Vendor shall create five (5) meal packs and two (2) meal packs and deliver in individual bags or boxes in compliance with the total number of orders for the day.
3. The contract will be awarded as an open-end contract. The Vendor shall deliver a minimum of 3,500 meals and a maximum of 5,000 meals on a weekly basis. During the contract term, the number of meals that the Vendor shall provide will be subject to change as the number of seniors participating in the program increases and decreases. As a result, HHS reserves the right to increase or decrease the number of meals. However, the number of meals will remain within the range of the specified minimum and maximum numbers.
4. HHS will communicate with the Vendor two (2) weeks prior to change the meal order quantities.
5. In the event that HHS needs to make order adjustments earlier than two (2) weeks prior, HHS will notify the Vendor immediately. The Vendor will make all efforts to accommodate these changes. Late orders are subject to product availability. HHS and the Vendor will work together to come an agreement that is mutually agreeable to both parties in such situations.
6. The Vendor shall prepare and deliver meals Monday through Thursday except the following fourteen (14) City holidays: New Year's Day; Martin Luther King, Jr.'s Birthday; Lincoln's Birthday; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Election Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. HHS will provide the Vendor with a calendar of the exact dates of City holidays at least three (3) weeks prior to the beginning of the upcoming year. The Vendor shall provide a double order the week prior to all City holidays. If there is a change to the holiday order, HHS will notify the Vendor at least two (2) weeks prior.

Delivery

1. The Vendor shall make deliveries Monday – Thursday to the City's facility located at the Jersey City Department of Public Works, 13-15 Linden Avenue East, Jersey City, NJ.
2. The Vendor must deliver all meals and meal components between 7:00 am - 7:30 am.
3. The Vendor must transport the frozen meals to maintain adequate temperatures to ensure that the food is delivered in accordance with state and local health codes. All

frozen food shall be packed in a manner to ensure a hard frozen state until such food reaches point of delivery. Cold foods and milk will be delivered at 40° F or below.

4. The Vendor must take temperatures of home delivered meals at the end of production/packaging and on delivery to HHS. Daily written documentation of temperature logging/monitoring must be kept by the Vendor and will be subjected to audit by HHS.
5. Changes in transportation costs that occur as a result of delivery changes such as adding delivery locations will be negotiated and mutually agreed upon in writing. The Vendor's invoice will show the cost as a separate item.
6. HHS will be responsible for confirming all meals and meal components are delivered according to what was ordered.
7. In the event of missing meals or meal components, HHS will notify the Vendor immediately so that Vendor may provide an additional delivery at no cost to HHS.
8. Partial deliveries or split deliveries are not acceptable unless specifically authorized by HHS. Meals will be rejected at the point of delivery if the meals are thawed, have torn packaging, broken seals, or broken trays; or show evidence of thawing.
9. The Vendor must deliver meals in refrigerated trucks and/or approved for bulk insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
10. The Vendor shall provide daily packing slips, in triplicate, designating the number of meals and supplies delivered. The HHS driver will sign the receipt, if in order, and one copy shall be left at the site.
11. The Vendor must comply with all federal, state, and local health department laws and regulations. The Vendor shall provide HHS with a current copy of the health certificate and any corrected deficiencies with proposal. To ensure that all regulations are followed, the Vendor must have a qualified food service manager on staff who will assure that meals are prepared in a safe and sanitary condition throughout meal service operation.
12. Authorized representatives of the city, county, state, and federal Government shall have the right to inspect food preparation, storage, and packaging sites during the term of the contract.
13. HHS shall be assumed correct on shortages unless the Vendor proves evidence to the contrary. All calls regarding shortages and food replacement must be communicated to HHS.

14. Food shortages and/or spoiled foods, which are reported to the Vendor by agreed time of delivery, must be replaced or deducted from the final invoice.
15. The Vendor shall provide a back-up delivery system in the event of vehicle breakdown.

Emergency Procedures

1. The Vendor must be able to anticipate possible problems which may impact the ability to deliver meals as scheduled. The Vendor and HHS will work together to solve problems that may arise in emergency situations. It is imperative that all involved parties be alerted to problems and kept informed of possible developing emergency situations.
2. If the City is closed due to inclement weather or another emergency, HHS will notify the Vendor as soon as possible. The Vendor agrees to either cancel or hold the meal order until the City's next day of operations at no additional cost to the City.
3. If the City has a delayed opening, HHS will work with the Vendor to arrange a new delivery time within 60 minutes of City's opening time.

Due to Vendor Problems

1. Vendor will provide a written contingency plan, acceptable to HHS for delivering meals in emergency situations, which must be included with the Vendor's Proposal response. Such procedures will be implemented in the event of non-delivery or late delivery of meals; meals being received in an unacceptable condition; equipment malfunction or power outage at the production site; severe weather, damage or destruction to production site by weather, fire or flood; labor dispute or lack of staff; vehicle breakdown, accident or other malfunction of delivery equipment.
2. If non-delivery of meals is anticipated for any of these reasons, the Vendor must notify HHS no later than 7:45 a.m. of the scheduled delivery date, or immediately if non-delivery is caused by vehicle breakdown during delivery.
3. The Vendor will be provided with HHS telephone numbers and the names of the persons to contact in the case of such emergencies.
4. If delaying the delivery time will not unduly inconvenience the personnel/participants scheduled to receive meals and Vendor can reasonably expect to fill the order within a short time, this is the preferred course of action.

Payment to Vendor

1. The Vendor shall be paid on a UNIT COST basis for a complete meal regardless of how HHS requests meals to be bundled prior to delivery. There shall be no cost

difference between five (5) day meal packs vs. two (2) day meal packs. Proposals containing more than one unit cost shall be rejected.

2. A meal unit cost consists of the total cost of the specified food and delivery costs to the specified destination at the specified time necessary to meet the objectives of the Home Delivered Meal Program.

At the close of each week, the Vendor shall send HHS a copy of packing/delivery slips and an invoice for meals ordered and received by the HHS. At the end of the month, the Vendor will ensure that all invoices for the month are submitted to HHS by the 2nd day of the following month. Payment will be based on the number of meals delivered.

Evaluation Criteria

As indicated above, competitive contracting was used in order to produce an RFP which would provide the City with exactly (or nearly exactly) the services required.

There were nine (9) broad criteria by which the proposals were evaluated. Each criterion bore a certain weight, and the extent to which the criterion is met or exceeded was determined by the committee members.

Evaluation Criteria	Points
1. Required format	15
2. Cost	25
3. Project Scope	25
4. Sample menus and proof of menu compliance with nutritional standards and evidence of commitment to high quality ingredients	25
5. Sample meals/meal tasting	25
6. Qualifications/Prior Experience	10
7. Staffing Plan	10
8. References	10
9. Commitment to diversity	5
Total	150

1. Required Format (15 points)

The Committee will determine the extent to which the Proposal includes the required sections (Title page, Table of contents, etc.). One (1) point will be awarded for each section except sample meals which will be awarded three (3) points.

2. Cost (25 points)

The winning Proposal will not necessarily be the one with the lowest cost, but that which provides the greatest value to the City. Proposals which provide detailed breakdowns on

the cost components will be viewed more favorably as they will help demonstrate a responsible spending of grant funding and taxpayers' money.

3. Project Scope (25 points)

Respondent must provide a detailed description of their food production facility where meals will be produced, food preparation procedures (preparing, processing, heating and freezing as requested in Section 3, 3.2) stock storage (as described in Section 3, 3.13), delivery procedures, and provide a quality assurance plan, facility and transportation emergency plans, licenses and inspection reports, and billing procedures. Respondent must demonstrate that it will be equipped and prepared to begin delivery of meals to the HHS starting on Monday, July 1, 2019.

4. Sample Menus (25)

Respondents are required to submit a sample four week cycle menu with nutritional analysis that demonstrates that it complies with the current USDA Dietary Guidelines for Americans and meets a minimum of 1/3 the Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board of National Research Council of the National Academy of Sciences. Respondent should show evidence of a commitment to food ingredients that are fresh, whole foods based, minimally processed, and high quality.

5. Sample Meals/Meal Tasting (25 points)

The Committee will evaluate the meals based on:

- a. High quality packaging – type of tray, labeling, easiness to open and rethermalize (5 points)
- b. Aesthetically pleasing appearance before and after rethermalization (5 points)
- c. Aesthetically pleasing color before and after rethermalization (5 points)
- d. Appropriate texture after rethermalization (food maintains hardness, crispiness, crunchiness, softness, springiness, etc) (5 points)
- e. Flavorful, well-seasoned, and palatable taste and pleasant aroma (5 points)

6. Qualifications/Prior Experience (10 points)

The Proposal must provide evidence of the qualifications and experience to perform the services requested. The Respondent should describe comparable services performed in the last five (5) years, including the number of clients you are currently servicing, scope of service, and status of contracts.

7. Staffing Plan (10 points)

Respondents must demonstrate the staffing capacity to prepare and deliver the required meals and detail all staff who will be working on this contract and describe any special skills or certifications required for the position. The Proposal should include an organizational chart, describe the roles and responsibilities for staff who will be responsible for providing the services and for ongoing support (including the delivery drivers). Resumes of key staff and the credentials of the registered dietitian and food service manager and staff must be included.

8. References (10 points)

Respondents must provide a list of at least three (3) references comprised of clients, cities, counties, districts, or public agencies for which the Respondent provides or has provided services within the last three (3) years. Lists should include at a minimum: municipality (or company), services provided, contact name, contact title, contact phone number, and/or e-mail address.

9. Commitment to diversity (5 points)

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE) consistent with the City of Jersey City policies, should be described.

Written Response Evaluation

For each of the written response criteria, the Committee will determine the extent to which the requirements are fulfilled. This will be scored from 0 to 2, as follows:

- 0 No requirements met
- 1 Some or most requirements met
- 2 **All requirements met or exceeded**

Each criterion will be weighted by the extent to which the requirements are met and the resultant scores totaled.

The highest possible score for written Proposals is 300 (150 x 2) and each evaluator will rank the Proposals by total score.

Evaluation Committee

The evaluation committee consisted of five (5) employees with experience in nutrition, food services, fiscal management, and grant management, in order to provide a well-rounded assessment of the prospective vendors' abilities. The members of the committee included:

- Christiaan Bushell, Senior Fiscal Analyst
- Angela Davis, Director, Division of Food & Nutrition
- Melissa Kozakiewicz, Assistant Business Administrator
- Michele LaMonica, Luncheon Aide, Congregate Senior Lunch Program
- Diana Lee, MS, RD, Nutrition Services Program Supervisor

Appendix B contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.

Proposals received

Two (2) proposals were received in response to the City's RFP. They are listed in alphabetically below:

Revolution Foods – Total Per Meal Cost: \$4.90. The Respondent did not provide a detailed breakdown of the per meal cost. Revolution Foods demonstrated an understanding of the project scope with a strong staffing plan and staff who are qualified to carry out the work. They also provided sample menus and sample meals. Overall, the committee was most concerned about the taste of the food and meal packing (including heating instructions and ingredient/nutritional labeling). Revolution Foods received lower scores on their food from the RFP committee and the seniors who sampled the food.

Whitsons Food Service – Total Per Meal Cost: \$4.85. The Respondent provided a detailed cost breakdown with cost components. Whitsons Food Service demonstrated an understanding the project scope with a strong staffing plan and staff who are qualified to carry out the work. They also provided sample menus and sample meals. Overall, the committee felt that Whitsons Food Service had more experience providing frozen meals and their food and meal packing (including heating instructions and ingredient/nutritional labeling) received higher scores from the RFP committee and the seniors who sampled the food.

Evaluation Process

The evaluation process consisted of the following steps:

- Initial independent review of proposals
- Committee meeting to taste and evaluate sample meals submitted by each vendor. A team of three (3) seniors also tasted and evaluated the sample meals.
- Site visits to the production facilities of each vendor.
- Meals on Wheels caseworkers have four (4) clients sample meals and provide an evaluation.
- References for each vendor contacted and feedback from reference calls shared with committee members
- Evaluations from the senior tasting at committee meeting and Meals on Wheels clients shared with committee members
- Final independent review of proposals and submission of evaluation matrix.

Evaluation results

The rankings and total scores (out of 300) received by the proposals appear below:

Vendor	Bushell	Davis	Kozakiewicz	LaMonica-Egar	Lee
Revolution Foods	235	225	265	215	190
Whitsons Culinary	290	255	295	300	275

Whitsons Culinary Group was scored the highest by the majority of reviewers.

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix C.

Appendix A: RFP

Appendix B: Certifications of Non-Conflict of Interest

Appendix C: Detailed Evaluation Spreadsheets

Reviewer:	Christiaan Bushell			
Vendor:	Revolution Foods			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	1	25
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	1	25
Qualifications		10	1	10
Staffing Plan		10	2	20
References		10	2	20
Commitment to diversity		5	1	5
TOTAL		150		235

Reviewer:	Christiaan Bushell			
Vendor:	Whitsons			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	2	50
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	2	50
Qualifications		10	1	10
Staffing Plan		10	2	20
References		10	2	20
Commitment to diversity		5	2	10
TOTAL		150		290

Reviewer:	Angela Davis			
Vendor:	Revolution Foods			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	1	25
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	1	25
Qualifications		10	1	10
Staffing Plan		10	2	20
References		10	1	10
Commitment to diversity		5	1	5
TOTAL		150		225

Reviewer:	Angela Davis			
Vendor:	Whitsons			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	2	50
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	1	25
Qualifications		10	2	20
Staffing Plan		10	1	10
References		10	2	20
Commitment to diversity		5	0	0
TOTAL		150		255

Reviewer:	Melissa Kozakiewicz			
Vendor:	Revolution Foods			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	2	50
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	1	25
Qualifications		10	2	20
Staffing Plan		10	2	20
References		10	1	10
Commitment to diversity		5	2	10
TOTAL		150		265

Reviewer:	Melissa Kozakiewicz			
Vendor:	Whitsons			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	2	50
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	2	50
Qualifications		10	2	20
Staffing Plan		10	2	20
References		10	2	20
Commitment to diversity		5	1	5
TOTAL		150		295

Reviewer:	Michele LaMonica-Egar			
Vendor:	Revolution Foods			
Criteria		Points	Weight	Total
Required Format		15	1	15
Cost		25	1	25
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	1	25
Qualifications		10	1	10
Staffing Plan		10	2	20
References		10	1	10
Commitment to diversity		5	2	10
TOTAL		150		215

Reviewer:	Michele LaMonica-Egar			
Vendor:	Whitsons			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	2	50
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	2	50
Qualifications		10	2	20
Staffing Plan		10	2	20
References		10	2	20
Commitment to diversity		5	2	10
TOTAL		150		300

Reviewer:	Diana Lee			
Vendor:	Revolution Foods			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	1	25
Project Scope		25	1	25
Sample Menus		25	2	50
Sample meals/meal tasting		25	0	0
Qualifications		10	2	20
Staffing Plan		10	2	20
References		10	1	10
Commitment to diversity		5	2	10
TOTAL		150		190

Reviewer:	Diana Lee			
Vendor:	Whitsons			
Criteria		Points	Weight	Total
Required Format		15	2	30
Cost		25	2	50
Project Scope		25	2	50
Sample Menus		25	2	50
Sample meals/meal tasting		25	1	25
Qualifications		10	2	20
Staffing Plan		10	2	20
References		10	2	20
Commitment to diversity		5	2	10
TOTAL		150		275

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

City Clerk File No. Res. 19-524

Agenda No. 10.41

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO VALUE PAYMENT SYSTEMS, LLC TO PROVIDE CREDIT CARD AND ELECTRONIC PAYMENT SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to be able to provide members of the public with the ability to pay transactions with the City by credit card or electronic payment;

WHEREAS, Resolution 13.746, approved on November 13, 2013, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A: 11-4.1 et seq., to award a concession contract to a vendor that will enable members of the public to pay various City fees by credit card or electronic payment; and

WHEREAS, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the City publicly advertised for bids and received proposals from ten (10) companies; and

WHEREAS, a committee appointed by the Business Administrator reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to Value Payment Systems, LLC (Value Payment), 2207 Crestmoor Road, Suite 200, Nashville, Tennessee 37215-2031; and

WHEREAS, Value Payment will provide the services at no cost to the City; and

WHEREAS, members of the public who desire to make payments to the City by credit card or electronic payment will be charged a convenience fee by Value Payment; and

WHEREAS, Value Payment will charge 2.20% for off-site and on-site credit card/ATM Debit card payment transaction fee, \$3.75 for Debit card payment transaction fee for property taxes only, and fifty cents for electronic checks/ ACH; and

WHEREAS, because Value Payment will provide its services at no cost to the City, a certification of funding pursuant to N.J.S.A. 40A:4-57 is not required for this resolution; and

WHEREAS, the term of this concession contract will be three (3) years with the option to renew for two (2) additional one (1) year periods;

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

1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a concession contract to provide credit card and electronic payment services is awarded to Value Payment Systems, LLC;

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO VALUE PAYMENT SYSTEMS, LLC TO PROVIDE CREDIT CARD AND ELECTRONIC PAYMENT SERVICES

- 2) The concession contract is awarded at no cost to the City for a term of three (3) years commencing on June 12, 2019; and the City shall have options to renew the contract for two (2) additional one (1) year terms;
- 3) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
- 4) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;
- 5) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and
- 6) The award of this contract shall be subject to the condition that Value Payment Systems, LLC provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq

APPROVED: _____
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

_____ [Signature]
 Rolando R. Lavarro, Jr., President of Council

_____ [Signature]
 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 COMPETITELY BID CONTRACT TO VALUE PAYMENT SYSTEMS, LLC TO PROVIDE CREDIT CARD AND ELECTRONIC PAYMENT SERVICES .

Project Manager

Department/Division	Administration	Administration
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmerc@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 award a contract to Value Payment Systems LLC to provided credit card / electronic payment services. Value payment Systems LLC was selected through the competitive contracting process. (see attached report)

Cost (Identify all sources and amounts)

Concession – No cost to City

Contract term (include all proposed renewals)

One year renewal

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

AGREEMENT

AGREEMENT made this ___ day of _____, 2019 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and VALUE PAYMENT SYSTEMS, LLC ("Value Payment" or "Contractor"), 2207 Crestmoor Road, Suite 200, Nashville, Tennessee

WHEREAS, the City of Jersey City (City) desires to be able to provide members of the public with the ability to pay transactions with the City by credit card or electronic payment;

WHEREAS, Resolution 13.746, approved on November 13, 2013, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract to a vendor that will enable members of the public to pay various City fees by credit card or electronic payment; and

WHEREAS, the City publicly advertised for bids and received proposals from ten (10) companies; and

WHEREAS, a committee appointed by the Business Administrator reviewed the proposals and prepared a report recommending that the contract be awarded to Value Payment Systems, LLC (Value Payment), 2207 Crestmoor Road, Suite 200, Nashville, Tennessee 37215-2031; and

WHEREAS, Value Payment will provide the services at no cost to the City; and

WHEREAS, members of the public who desire to make payments to the City by credit card or electronic payment will be charged a convenience fee by Value Payment; and

WHEREAS, Value Payment will charge 2.20% for off-site and on-site credit card/ATM Debit card payment transaction fee, \$3.75 for Debit card payment transactions (Property Taxes only), and fifty cents for electronic checks/ACH; and

WHEREAS, Resolution 19-_____ approved on June 12, 2019 authorized this Agreement between the City and the Contractor;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I
Purpose of Agreement

Contractor will provide services that will provide members of the public with the ability to pay transactions with the City by credit card or electronic payment.

ARTICLE II
Scope of Services

1. Contractor shall perform for the City at no cost to the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Contractor's Proposal dated April 4, 2019 (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Contractor's Proposal.

2. The contract term is for three (3) years effective as of June 12, 2019. The City shall options to renew the contract for two (2) additional one (1) year terms.

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

ARTICLE III
Contractual Relationship

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

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

ARTICLE IV
Compensation and Payment

1. Contractor shall charge convenience fees as set forth in its Proposal to members of the public making payments to the City. Contractor shall perform the services at no cost to the City.

ARTICLE V
Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

- (A) Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage
- (B) Workers Compensation with NJ Statutory limits and Employer's Liability in the amount of \$1,000,000
- (C) Automobile Liability in the amount of \$1,000,000 combined single limit
- (D) Professional Liability in the amount of \$1,000,000 per claim and in the aggregate
- (E) Cyber Liability in the amount of \$2,000,000 each incident and in aggregate
- (F) Employee Theft in the amount of \$1,000,000 single loss limit
- (G) Employee Theft of Client Property in the amount of \$1,000,000 single loss limit
- (H) Forgery or Alteration in the amount of \$1,000,000 single loss limit
- (I) Computer and Funds Transfer Fraud in the amount of \$1,000,000 single loss limit
- (J) Credit, Debit or Charge Card Forgery in the amount of \$1,000,000 single loss limit
- (K) Money Orders and Counterfeit Currency in the amount of \$1,000,000 single loss limit

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI
Termination for Cause

1. In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

ARTICLE VII
Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE VIII
Indemnity

1. The Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE IX
Entire Agreement

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

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII
Notice

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

Brian D. Platt
City Business Administrator
City Hall

280 Grove Street
Jersey City, NJ 07302

ARTICLE XIII
Compliance with Affirmative Action Plan

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

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

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

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

ARTICLE XIV
New Jersey Business Registration Requirements

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a

penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Brian D. Platt, Business Administrator

Attest:

Value Payment Systems, LLC



**CITY OF JERSEY CITY
EVALUATION REPORT**

Credit Card and Electronic Payment Services

June 4, 2019

Executive Summary

On April 4, 2019, the City received ten (10) proposals in response to its RFP for credit card and electronic payment services. The final rankings of the proposals appear below:

Vendor	Mercer	Morchel	Santana
Citybase	8	1	4
eGov	7	1	6
GovPayNet	3	5	3
MSB	4	6	1
NCR	4	8	6
NICUSA	6	6	5
Point and Pay	1	3	6
TD Bank	9	9	9
TSYS	9	9	9
Value Payment Systems	1	3	1

The proposals were evaluated according to criteria established by the Department of Administration.

The proposal submitted by Value Payment Systems was ranked highest by the greatest number of evaluators. The contract will be awarded as concession, so there will be no cost to the City. Convenience fees to customers will be 1.99% of the transaction amount (the current fee is 2.25%).

In accordance with the statutes for competitive contracting (N.J.S.A. 40A:11 - 4.1 et seq), it is recommended that a contract be awarded to VPS to provide credit card and electronic payment services to the City.

Background

Competitive contracting (N.J.S.A. 40A:11- 4.1 et seq) was employed to solicit proposals that would attract the best qualified solutions. On April 4, 2019, the City received ten responses to the original Request for Proposals and the evaluation process was started.

Introduction/Scope of Services

The City of Jersey City solicited proposals for credit card and electronic payment services.

The scope of services, as detailed in the RFP consists of the following:

The Contractor will undertake a broad range of services, as is customary in the acceptance credit cards by public entities. For example, the Contractor shall create a seamless web interface with the various City's web sites to provide easy-to-use payment options.

Jersey City is ethnically diverse, and Vendors are encourage to demonstrate a capability of providing services in other languages besides English.

In addition, the Contractor shall provide the following services:

- Authorizations
- Funds settlement
- Deposit balancing
- Reversals
- Reporting
- Customer service
- Security
- Integration with City's applications

Evaluation Criteria

As indicated above, competitive contracting was used in order to produce an RFP which would provide the City with exactly (or nearly exactly) the services required. In addition, given the expected complexity of the responses, a consistent format including required elements was developed to ensure that an "apples to apples" comparison of proposals could be conducted.

From the Request for Proposals:

Written response evaluation

There will be nine criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the committee.

- a. Required Format: 10 points
The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc.). One (1) point will be awarded for each section.

- b. Payment Processing: 10 points
Vendor should demonstrate ability to accommodate a variety of payment types (e.g., electronic checks, credit cards) over a variety of payment channels (e.g., internet, IVR, etc.).
- Payment types (5 points)
 - Payment channels (5 points)
- c. Funds Processing: 10 points
Vendor should detail funds processing services to be provided (including but not limited to):
- Authorization
 - Settlement/Balancing
 - Corrections/Reversals
 - Reports and reporting tools
- Vendor should provide details on reporting, including samples of standard reports and ability of users to access, query, and/or download payment data.
- d. Prior experience with similar projects: 10 points
The City does not wish to overly educate its Vendors as to the workings (both operational and statutory) of New Jersey municipal government.
As a result, proposals which include documentation (including references) of successful projects in municipalities of similar size (population 270,000; annual operating budget \$600M) and diversity will be reviewed more favorably. Experience in the State of New Jersey is also desirable. This section should include (5 points each):
- Client references (including contact information)
 - Details of project size
- e. Technical: 10 points
Vendor should demonstrate ability to create/develop seamless interfaces with the City's various web sites to facilitate easy-to-use transactions, provide POS services at City offices, and provide data on reliability, capacity, and security of its own network and applications.
- f. Personnel assigned: 5 points
Throughout this project, Jersey City will be reinforcing its reputation as a world class city, and is therefore entitled to expect world class credentials and experience from the Vendors which it employs for high profile efforts. Resumes of Vendor personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably.
- g. Project timeline: 5 points

The City favors an aggressive timeline for implementation. Contractor shall have services in place no later than May 15, 2019. Proposal including more aggressive timelines will be evaluated more favorably.

h. Cost: 35 points

This contract will be awarded as a concession. As such, it is expected that there will be little or no cost to the City. Nevertheless, the City has an obligation to act in the best interests of the public who will be paying the convenience fees. It is the intention to provide electronic payment options at the lowest possible cost to the public.

Note the following requirements and assumptions:

- 1) The City will not pay any convenience or merchant fees whatsoever.
- 2) The City desires the lowest possible convenience fees.
- 3) The contract is for two years, with three one-year options for a total of five years with no price increases.
- 4) Vendors will supply, install, and maintain up to ten point-of-sale (POS) machines at their cost. All other POS machines requested by the City will be at the City's cost. The price for these additional POS machines must be included in the Vendor's proposal. If required, Internet access will be provided by the City.
- 5) There will be no minimum transaction commitment of any kind from the City.
- 6) Convenience fees may be a percentage or fixed dollar amount, and may have a fixed minimum amount. Complex schedules involving steps (e.g. \$100 to \$200 is one fee, \$201 to \$300 is another fee) will not be considered.
- 7) Proposals with fixed maximum fees will be judged more advantageously
- 8) The Vendor is totally responsible to collect any and all convenience fees.
- 9) If permission is granted by the Administrative Office of the Courts (NJ AOC), the Vendor will supply, install, and maintain two kiosks (for Internet payments) at the Municipal Court. Internet access will be provided by the City.
- 10) Include a list of other applicable fees, e.g. returned check fees. These fees are to be fixed for the full term of the agreement, including the option years.
- 11) Vendors should list all convenience fees for all transactions separately (e.g., debit card, credit card, e-check, etc.)

i. Commitment to diversity: 5 points

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE) consistent with the City's policies, should be described.

Written response evaluation

For each of the above written response criteria, the committee determined the extent to which the requirements were fulfilled. This was scored from 0 to 2, as follows:

- 0 No requirements met
- 1 Some or most requirements met
- 2 All requirements met or exceeded

Each criterion was weighted by the extent to which the requirements are met and the resultant scores totaled, with 200 being the highest possible score.

Evaluation Committee

The evaluation committee consisted of 3 employees selected by the Business Administrator in order to provide a well-rounded assessment of the prospective vendors' abilities. The members of the committee included:

- John Mercer, Assistant Business Administrator
- Matthew Morchel, Analyst, Division of Innovation
- Stephanie Santana, Comptroller, Division of Accounts and Control

Appendix A contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.

Each committee member conducted an independent review of each proposal.

Summary of Proposals

There were 10 proposals submitted.

Citybase proposed a convenience fee of 2.49%, a 48 hour settlement time, and a 6 week implementation schedule.

eGov proposed a convenience fee of 2.25% (\$1.50 minimum), a 48 hour settlement time (72 hours for Amex), and a 9 week implementation schedule.

GovPayNet proposed a convenience fee of 1.80% (% \$1.00 minimum), a 24 hour settlement time, and a 2-5 week implementation schedule.

MSB proposed a convenience fee of 1.99% for credit card transactions, .79% for debit card transactions, a 24 hour settlement time, and a 14 – 90 implementation schedule.

NCR proposed a convenience fee of 2.00% + \$0.25, a 24/48 hour settlement time, and a 12 week implementation schedule.

NICUSA proposed a convenience fee of 2.25%, a 24 hour settlement time, and a 32 day implementation schedule.

Point and Pay proposed a convenience fee of 2.15%, a \$3.50 fee for debit card transactions on property taxes only, a 24/48 hour settlement time, and a 30 day implementation schedule.

TD Bank took legal exception to several items in the RFP, including the Scope of Services and was deemed unresponsive.

TSYS included a provision that would require the City to enter into a separate contract with a 3rd party vendor (eGov, which submitted its own proposal) and was therefore deemed unresponsive.

Value Payment Systems proposed a convenience fee of 2.20%, a \$3.75 fee for debit card transactions on property taxes only, and a 24/48 hour settlement time. Given that VPS is the City's current credit card vendor, there would be no additional implementation schedule.

Evaluation results

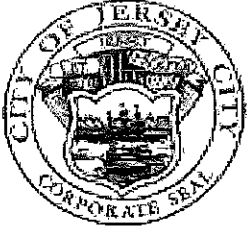
The rankings and total scores (out of 200) received by the proposals appear below:

Vendor	Mercer	Morchel	Santana
Citybase	8/135	1/150	4/165
eGov	7/140	1/150	6/140
GovPayNet	3/170	5/140	3/175
MSB	4/160	6/135	1/185
NCR	4/160	8/120	6/140
NICUSA	6/155	6/135	5/145
Point and Pay	1/180	3/145	6/140
TD Bank	9/unresponsive	9/unresponsive	9/unresponsive
TSYS	9/unresponsive	9/unresponsive	9/unresponsive
Value Payment Systems	1/180	3/145	1/185

All reviewers had ties for first place in their individual scoring, however Value Payment Systems was ranked first by two of the reviewers (the majority) and third by the remaining reviewer (although VPS actually achieved that reviewer's second highest score).

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix B.

Appendix A: Certifications of Non-Conflict of Interest



**City of Jersey City Certification of No Conflict of Interest
Competitive Contracting Evaluation: Credit Card Processing**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Print Name

John Mercer

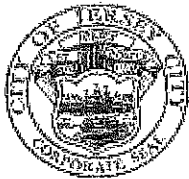
Signature

[Handwritten Signature]

Date

6/4/19

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City Certification of No Conflict of Interest
Competitive Contracting Evaluation: Credit Card Processing**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Print Name Matthew Morchel

Signature Matthew Morchel

Date 6/4/19

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City Certification of No Conflict of Interest
Competitive Contracting Evaluation: Credit Card Processing**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Print Name Stephanie Santana

Signature Stephanie Santana Date 6/4/2019

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

Appendix B: Detailed Evaluation Spreadsheets

Credit Card and Electronic Payments

Reviewer:

John Mercer

Criteria/Vendor	Citybase	eGov	GovPayNet	MSB	NCR	NICUSA	PP	TD Bank	TSYS	VPS
Criteria	20	20	20	20	20	20	20	0	0	20
Required Format	10	10	10	10	5	10	10	0	0	10
Payment Processing										
Payment types	10	10	10	10	10	10	10	0	0	10
Payment channels	10	10	20	20	20	20	20	0	0	20
Funds Processing										
Prior experience with similar projects	10	10	5	0	10	10	10	0	0	5
Client references (including contact information)	5	10	0	10	0	10	0	0	0	5
Details of project size	20	20	20	10	10	20	20	0	0	20
Technical	10	10	5	5	5	10	10	0	0	10
Personnel assigned	5	5	10	5	10	10	10	0	0	10
Project timeline	35	35	70	70	70	35	70	0	0	70
Cost	0	0	0	0	0	0	0	0	0	0
Commitment to diversity										
TOTAL	135	140	170	160	160	155	180	0	0	180
RANK	8	7	3	4	4	6	1	9	9	1

Reviewer:
Vendor:

John Mercer
Citybase

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	1	10
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	1	5
Technical	10	2	20
Personnel assigned	5	2	10
Project timeline	5	1	5
Cost	35	1	35
Commitment to diversity	5	0	0
TOTAL	100		135

Reviewer:

John Mercer

Vendor:

eGov

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	1	10
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	2	10
Technical	10	2	20
Personnel assigned	5	2	10
Project timeline	5	1	5
Cost	35	1	35
Commitment to diversity	5	0	0
TOTAL	100		140

Reviewer:
Vendor:

John Mercer
GovPayNet

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	1	5
Details of project size	5	0	0
Technical	10	2	20
Personnel assigned	5	1	5
Project timeline	5	2	10
Cost	35	2	70
Commitment to diversity	5	0	0
TOTAL	100		170

Reviewer:
Vendor:

John Mercer
MSB

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	0	0
Details of project size	5	2	10
Technical	10	1	10
Personnel assigned	5	1	5
Project timeline	5	1	5
Cost	35	2	70
Commitment to diversity	5	0	0
TOTAL	100		160

Reviewer:

John Mercer

Vendor:

NICUSA

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects		2	
Client references (including contact information)	5	2	10
Details of project size	5	2	10
Technical	10	2	20
Personnel assigned	5	2	10
Project timeline	5	2	10
Cost	35	1	35
Commitment to diversity	5	0	0
TOTAL	100		155

Reviewer:
Vendor:

John Mercer
NCR

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing	5	1	5
Payment types	5	2	10
Payment channels	10	2	20
Funds Processing	5	2	10
Prior experience with similar projects	5	0	0
Client references (including contact information)	5	0	0
Details of project size	10	1	10
Technical	5	1	5
Personnel assigned	5	2	10
Project timeline	35	2	70
Cost	5	0	0
Commitment to diversity			
TOTAL	100		160

Reviewer:
Vendor:

John Mercer
Point and Pay

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	0	0
Technical	10	2	20
Personnel assigned	5	2	10
Project timeline	5	2	10
Cost	35	2	70
Commitment to diversity	5	0	0
TOTAL	100		180

Reviewer:

John Mercer

Vendor:

TD Bank

Criteria	Points	Weight	Total
Required Format	10	0	0
Payment Processing			
Payment types	5	0	0
Payment channels	5	0	0
Funds Processing	10	0	0
Prior experience with similar projects			
Client references (including contact information)	5	0	0
Details of project size	5	0	0
Technical	10	0	0
Personnel assigned	5	0	0
Project timeline	5	0	0
Cost	35	0	0
Commitment to diversity	5	0	0
TOTAL	100		0

Reviewer:
Vendor:

John Mercer
TSYS

Criteria	Points	Weight	Total
Required Format	10	0	0
Payment Processing			
Payment types	5	0	0
Payment channels	5	0	0
Funds Processing	10	0	0
Prior experience with similar projects			
Client references (including contact information)	5	0	0
Details of project size	5	0	0
Technical	10	0	0
Personnel assigned	5	0	0
Project timeline	5	0	0
Cost	35	0	0
Commitment to diversity	5	0	0
TOTAL	100		0

Reviewer:

John Mercer

Vendor:

Vale Payment Systems

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	1	5
Details of project size	5	1	5
Technical	10	2	20
Personnel assigned	5	2	10
Project timeline	5	2	10
Cost	35	2	70
Commitment to diversity	5	0	0
TOTAL	100		180

Credit Card and Electronic Payments
Reviewer:

Matthew Morchel

Criteria/Vendor	Citybase	eGov	GovPayNet	MSB	NCR	NICUSA	Point and Pay	TD Bank	TSYS	VPS
Criteria	20	20	20	20	20	20	20	0	0	20
Required Format	10	10	10	10	10	10	10	0	0	10
Payment Processing										
Payment types	10	10	10	10	10	10	10	0	0	10
Payment channels	20	20	20	20	20	10	20	0	0	20
Funds Processing										
Prior experience with similar projects	5	10	5	5	5	10	10	0	0	5
Client references (including contact information)	5	10	5	0	0	10	10	0	0	10
Details of project size	20	20	20	20	10	20	20	0	0	20
Technical	10	10	10	5	5	5	5	0	0	5
Personnel assigned	5	5	5	10	5	5	5	0	0	10
Project timeline	0	35	35	35	35	35	35	0	0	35
Cost	10	0	0	0	0	0	0	0	0	0
Commitment to diversity										
TOTAL	150	150	140	135	120	135	145	0	0	145
RANK	1	1	5	6	8	6	3	9	9	3

Reviewer:
Vendor:

Matthew Morchel
Citybase

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	1	5
Details of project size	5	1	5
Technical	10	2	20
Personnel assigned	5	2	10
Project timeline	5	1	5
Cost	35	1	35
Commitment to diversity	5	2	10
TOTAL	100		150

Reviewer:

Matthew Morchel

Vendor:

eGov

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	2	10
Technical	10	2	20
Personnel assigned	5	2	10
Project timeline	5	1	5
Cost	35	1	35
Commitment to diversity	5	0	0
TOTAL	100		150

Reviewer:
Vendor:

Matthew Morchel
GovPayNet

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing	5	2	10
Payment types	5	2	10
Payment channels	10	2	20
Funds Processing	5	1	5
Prior experience with similar projects	5	1	5
Client references (including contact information)	10	2	20
Details of project size	5	2	10
Technical	5	1	5
Personnel assigned	5	1	5
Project timeline	35	1	35
Cost	5	0	0
Commitment to diversity			
TOTAL	100		140

Reviewer:
Vendor:

Matthew Morchel
MSB

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing	5	2	10
Payment types	5	2	10
Payment channels	10	2	20
Funds Processing	5	1	5
Prior experience with similar projects	5	0	0
Client references (including contact information)	10	2	20
Details of project size	5	1	5
Technical	5	2	10
Personnel assigned	35	1	35
Project timeline	5	0	0
Cost			
Commitment to diversity			
TOTAL	100		135

Reviewer:

Matthew Morchel

Vendor:

NCR

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	1	5
Details of project size	5	0	0
Technical	10	1	10
Personnel assigned	5	1	5
Project timeline	5	1	5
Cost	35	1	35
Commitment to diversity	5	0	0
TOTAL	100		120

Reviewer:
Vendor:

Matthew Morchel
NICUSA

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing	5	2	10
Payment types	5	2	10
Payment channels	10	1	10
Funds Processing	5	2	10
Prior experience with similar projects	5	2	10
Client references (including contact information)	5	2	10
Details of project size	10	2	20
Technical	5	1	5
Personnel assigned	5	1	5
Project timeline	35	1	35
Cost	5	0	0
Commitment to diversity			
TOTAL	100		135

Reviewer:
Vendor:

Matthew Morchel
Point and Pay

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	2	10
Technical	10	2	20
Personnel assigned	5	1	5
Project timeline	5	1	5
Cost	35	1	35
Commitment to diversity	5	0	0
TOTAL	100		145

Reviewer:

Matthew Morchel

Vendor:

TD Bank

Criteria	Points	Weight	Total
Required Format	10	0	0
Payment Processing			
Payment types	5	0	0
Payment channels	5	0	0
Funds Processing	10	0	0
Prior experience with similar projects			
Client references (including contact information)	5	0	0
Details of project size	5	0	0
Technical	10	0	0
Personnel assigned	5	0	0
Project timeline	5	0	0
Cost	35	0	0
Commitment to diversity	5	0	0
TOTAL	100		0

Reviewer:
Vendor:

Matthew Morchel
TSYS

Criteria	Points	Weight	Total
Required Format	10	0	0
Payment Processing	5	0	0
Payment types	5	0	0
Payment channels	10	0	0
Funds Processing	5	0	0
Prior experience with similar projects	5	0	0
Client references (including contact information)	5	0	0
Details of project size	10	0	0
Technical	5	0	0
Personnel assigned	5	0	0
Project timeline	35	0	0
Cost	5	0	0
Commitment to diversity			
TOTAL	100		0

Reviewer:
Vendor:

Matthew Morchel
Value Payment Systems

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	1	5
Details of project size	5	2	10
Technical	10	2	20
Personnel assigned	5	1	5
Project timeline	5	2	10
Cost	35	1	35
Commitment to diversity	5	0	0
TOTAL	100		145

Credit Card and Electronic Payments
Reviewer:

Stephanie Santana

Criteria/Vendor	Citybase	eGov	GovPayNet	MSB	NCR	NICUSA	Point and Pay	TD Bank	TSYS	VPS
Criteria										
Required Format	20	20	20	20	20	20	20	0	0	20
Payment Processing	10	10	10	10	10	10	5	0	0	10
Payment types	10	5	5	5	5	5	5	0	0	10
Payment channels	20	20	20	20	20	20	20	0	0	20
Funds Processing										
Prior experience with similar projects	10	10	10	10	10	10	10	0	0	10
Client references (including contact information)	10	10	5	10	5	10	10	0	0	10
Details of project size	20	10	10	10	10	10	10	0	0	10
Technical	10	10	10	10	10	10	10	0	0	10
Personnel assigned	10	5	10	10	10	10	10	0	0	10
Project timeline	35	35	70	70	35	35	35	0	0	70
Cost	10	5	5	10	5	5	5	0	0	5
Commitment to diversity										
TOTAL	165	140	175	185	140	145	140	0	0	185
RANK	4	6	3	1	6	5	6	9	9	1

Reviewer:
Vendor:

Stephanie Santana
Citybase

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	2	10
Technical	10	2	20
Personnel assigned	5	2	10
Project timeline	5	2	10
Cost	35	1	35
Commitment to diversity	5	2	10
TOTAL	100		165

Reviewer:

Stephanie Santana

Vendor:

eGov

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing	5	2	10
Payment types	5	1	5
Payment channels	10	2	20
Funds Processing	5	2	10
Prior experience with similar projects	5	2	10
Client references (including contact information)	5	2	10
Details of project size	10	1	10
Technical	5	2	10
Personnel assigned	5	1	5
Project timeline	35	1	35
Cost	5	1	5
Commitment to diversity			
TOTAL	100		140

Reviewer:
Vendor:

Stephanie Santana
GovPayNet

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing	5	2	10
Payment types	5	1	5
Payment channels	10	2	20
Funds Processing	5	2	10
Prior experience with similar projects	5	1	5
Client references (including contact information)	5	1	5
Details of project size	10	1	10
Technical	5	2	10
Personnel assigned	5	2	10
Project timeline	35	2	70
Cost	5	1	5
Commitment to diversity			
TOTAL	100		175

Reviewer:

Stephanie Santana

Vendor:

MSB

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing	5	2	10
Payment types	5	1	5
Payment channels	10	2	20
Funds Processing	5	2	10
Prior experience with similar projects	5	2	10
Client references (including contact information)	5	2	10
Details of project size	10	1	10
Technical	5	2	10
Personnel assigned	5	2	10
Project timeline	35	2	70
Cost	5	2	10
Commitment to diversity			
TOTAL	100		185

Reviewer:
Vendor:

Stephanie Santana
NICUSA

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	1	5
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	2	10
Technical	10	1	10
Personnel assigned	5	2	10
Project timeline	5	2	10
Cost	35	1	35
Commitment to diversity	5	1	5
TOTAL	100		145

Reviewer:
Vendor:

Stephanie Santana
NCR

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	1	5
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	1	5
Technical	10	1	10
Personnel assigned	5	2	10
Project timeline	5	2	10
Cost	35	1	35
Commitment to diversity	5	1	5
TOTAL	100		140

Reviewer:
Vendor:

Stephanie Santana
Point and Pay

Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	1	5
Payment channels	5	1	5
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	2	10
Technical	10	1	10
Personnel assigned	5	2	10
Project timeline	5	2	10
Cost	35	1	35
Commitment to diversity	5	1	5
TOTAL	100		140

Reviewer:
Vendor:

Stephanie Santana
TD Bank

Criteria	Points	Weight	Total
Required Format	10	0	0
Payment Processing			
Payment types	5	0	0
Payment channels	5	0	0
Funds Processing	10	0	0
Prior experience with similar projects			
Client references (including contact information)	5	0	0
Details of project size	5	0	0
Technical	10	0	0
Personnel assigned	5	0	0
Project timeline	5	0	0
Cost	35	0	0
Commitment to diversity	5	0	0
TOTAL	100		0

Reviewer:
Vendor:

Stephanie Santana
TSYS

Criteria	Points	Weight	Total
Required Format	10	0	0
Payment Processing	5	0	0
Payment types	5	0	0
Payment channels	5	0	0
Funds Processing	10	0	0
Prior experience with similar projects	5	0	0
Client references (including contact information)	5	0	0
Details of project size	5	0	0
Technical	10	0	0
Personnel assigned	5	0	0
Project timeline	5	0	0
Cost	35	0	0
Commitment to diversity	5	0	0
TOTAL	100		0

Reviewer:
Vendor:

Stephanie Santana
Value Payment Systems

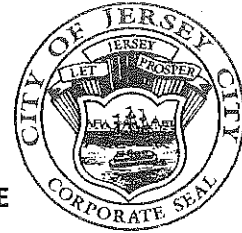
Criteria	Points	Weight	Total
Required Format	10	2	20
Payment Processing			
Payment types	5	2	10
Payment channels	5	2	10
Funds Processing	10	2	20
Prior experience with similar projects			
Client references (including contact information)	5	2	10
Details of project size	5	2	10
Technical	10	1	10
Personnel assigned	5	2	10
Project timeline	5	2	10
Cost	35	2	70
Commitment to diversity	5	1	5
TOTAL	100		185

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

City Clerk File No. Res. 19-525

Agenda No. 10.42

Approved: JUN 12 2019



TITLE: RESOLUTION AUTHORIZING RENEWAL OF AN AGREEMENT WITH WEST INTERACTIVE SERVICES CORPORATION TO PROVIDE WEBSITE HOSTING AND SUPPORT SERVICES

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

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A: 11 -1 et seq. had publicly advertised for proposals for providing website redesign, hosting, and support services for the City of Jersey City (City); and,

WHEREAS, Resolution 16-159, approved on March 9,2016, awarded a two-year contract to West Interactive Services Corporation (WIS) with an option to renew said contract in one year increments for a period off three additional years; and

WHEREAS, WIS has been performing the services in an effective and efficient manner; and

WHEREAS, the Business Administrator has chosen to exercise the second option and renew the contract for an additional year (March 2019 thru Feb 2020) for a total contract amount of \$26,000; and

WHEREAS, funds are available in the following account: 01-201-20-140-314 \$10,000

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that a new one year contract in the amount of \$26,000, effective March 9, 2019, be awarded to West Interactive Services Corporation 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.

I, Elizabeth Castillo Chief Financial Officer, certify that funds in the amount of \$10,000.00 are available in Account No. 19-01-201-20-140-314 **PO# 133850**

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												6.12.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA	✓				
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT			
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 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 RENEWAL OF AN AGREEMENT
WITH WEST INTERACTIVE SERVICES CORPORATION TO PROVIDE WEBSITE HOSTING
AND SUPPORT SERVICES**

Project Manager

Department/Division	Administration	Administration
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmercerc@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 website hosting and support services for an additional year, pursuant to resolution 16-159

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-20-140-314: \$26,000 (\$10,000 encumbered)

One year renewal


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

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

City Clerk File No. Res. 19-526

Agenda No. 10.43

Approved: JUN 12 2019

TITLE:



RESOLUTION REFERRING A PROPOSED AMENDMENT TO CHAPTER 345 (ZONING), ARTICLE V (ZONING & DESIGN STANDARDS), SECTIONS 6 (DEFINITIONS) AND 60(Z) (SUPPLEMENTARY ZONING REGULATIONS) TO THE JERSEY CITY PLANNING BOARD FOR REVIEW

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Municipal Council of the City of Jersey City (the "Council") seeks to permit transient accommodation or short-term rental use of certain legally permitted dwelling units throughout the City of Jersey City (also referenced as the "City" or "Jersey City") in order to facilitate the booking of reservations for such uses through third party booking platforms, and promote tourism and economic vitality in the City; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals; and

WHEREAS, the Council recognizes that unregulated short-term rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, it is in the public interest that short-term rental uses be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

WHEREAS, in order to best regulate short-term rentals within the City, Chapter 345 (Zoning), Article V (Zoning and Design Standards), Section 345-6 (Definitions) and Section 345-60(Z) (Supplementary Zoning Regulations) need to be amended; and

WHEREAS, pursuant to N.J.S.A. 40:55D-26 and 64, prior to the hearing on the adoption of any zoning ordinance or amendment thereto, the Jersey City Planning Board must be given 35 days to submit a report of its recommendations concerning the ordinance to the Municipal Council; and

WHEREAS, after the expiration of 35 days, the Municipal Council may adopt the ordinance provided it reviews the report and records any reasons for not following the recommendations of the Planning Board in its minutes; and

WHEREAS, a copy of the proposed ordinances to be referred to the Jersey City Planning Board is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY THAT:

1. The City Clerk shall transmit to the Jersey City Planning Board a copy of the attached proposed amendments to Chapter 345 (Zoning), Article V (Zoning and Design Standards), Section 345-6 (Definitions) and Section 345-60(Z) (Supplementary Zoning Regulations) for a report of its recommendation; and

TITLE: **RESOLUTION REFERRING A PROPOSED AMENDMENT TO CHAPTER 345 (ZONING), ARTICLE V (ZONING & DESIGN STANDARDS), SECTIONS 6 (DEFINITIONS) AND 60(Z) (SUPPLEMENTARY ZONING REGULATIONS) TO THE JERSEY CITY PLANNING BOARD FOR REVIEW**

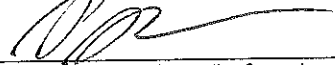
- 2. If a timely report is submitted by the Jersey City Planning Board, the Municipal Council will review the report before adopting the ordinance.

HCb/mma
06/05/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

 Corporation Counsel

Certification Required

Not Required

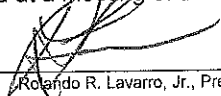
APPROVED 7-1

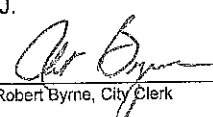
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN		✓		RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	AGS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ 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 Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REFERRING A PROPOSED AMENDMENT TO CHAPTER 345 (ZONING), ARTICLE V (ZONING & DESIGN STANDARDS), SECTIONS 6 (DEFINITIONS) AND 60(Z) (SUPPLEMENTARY ZONING REGULATIONS) TO THE JERSEY CITY PLANNING BOARD FOR REVIEW

Initiator

Department/Division	Office of the Mayor	
Name/Title	Allison Solowsky	Deputy Chief of Staff
Phone/email	201 547 4306	asolowsky@jcnj.org

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

Resolution Purpose

To refer proposed amendments to Chapter 345 (Zoning) of the City Code for Planning Board review pursuant to N.J.S.A. 40:55D-26 and 64.

I certify that all the facts presented herein are accurate.

Signature

Date

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

City Clerk File No. Res. 19-527

Agenda No. 10.44

Approved: JUN 12 2019

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FIREWORKS BY GRUCCI, INC., FOR A FIREWORKS DISPLAY ON JULY 4, 2019 NEAR EXCHANGE PLACE

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of Fireworks by Grucci, Inc. (Grucci) to present a fireworks display of approximately twenty to twenty-two minutes commemorating Independence Day as part of the City's Freedom and Fireworks Celebration on July 4th event to be held at Exchange Place; and

WHEREAS, pursuant to N.J.S.A. 40A:11-2(6) professional services include services rendered in a the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

WHEREAS, it is not practical to solicit quotations because of the creative and artistic nature of these services; and

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

WHEREAS, Grucci is qualified to perform these services and submitted a proposal dated May 13, 2019 indicating that it will provide the services for a total contract amount not to exceed \$128,750.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Director of Cultural Affairs has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

WHEREAS, funds in the amount of \$60,000.00 are available in Account No. #01-201-30-412-314; and

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

City Clerk File No. Res. 19-527

Agenda No. 10.44

TITLE: **JUN 12 2019**

attached agreement with Fireworks by Grucci, Inc. for providing a fireworks display on July 4, 2019 near the Exchange Place coastline in connection with the City's July 4th Freedom and Fireworks Celebration; and

2. The total contract amount for these services shall not exceed the sum of \$128,750.00; and

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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; and

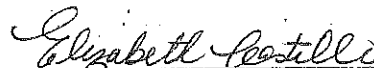
5. This award of contract shall be subject to the condition that Fireworks by Grucci, Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget.

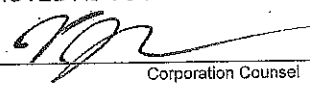
I hereby certify that funds in the amount of \$60,000.00 are available in Account No #01-201-30-412-314 for payment of this resolution. PO# 133823.

SMck
6/4/19


Elizabeth Castillo,
Acting Chief Fiscal Office

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator

Corporation Counsel

Certification Required

Not Required

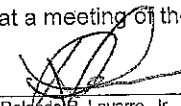
APPROVED 5-2-1

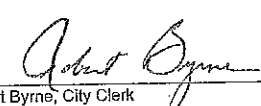
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											6.12.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
RIDLEY	✓			YUN		✓		RIVERA	✓			
PRINZ-AREY	✓			SOLOMON		✓		WATTERMAN	ABS ENT			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	ABS HAI			

✓ 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 AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FIREWORKS BY GRUCCI, INC. FOR A FIREWORKS DISPLAY ON JULY 4, 2019 NEAR EXCHANGE PLACE.

Project Manager

Department/Division	Mayor's Office	Office of Cultural Affairs
Name/Title	Christine Goodman	Director of Office of Cultural Affairs
Phone/email	201-547-6921	CGoodman@jenj.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 WILL AWARD A PROFESSIONAL SERVICES AGREEMENT TO FIREWORKS BY GRUCCI, INC. FOR A FIREWORKS DISPLAY ON JULY 4, 2019 NEAR EXCHANGE PLACE.

Cost (Identify all sources and amounts)

\$128,750.00

Contract term (include all proposed renewals)

1 Day

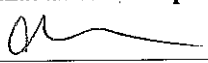
Type of award

If "Other Exception", enter type

Additional Information

N/A

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/30/19
Date

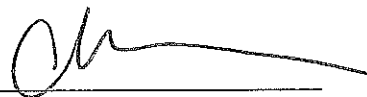
DETERMINATION OF VALUE CERTIFICATION

Christine Goodman, of full age, hereby certifies as follows:

1. I am the Director of the Office of Cultural Affairs for the City of Jersey City (City).
2. Attached to this Certification is a resolution awarding a contract to Fireworks by Grucci, Inc. without public bidding pursuant to N.J.S.A. 40A:11-5(1)(a) to provide a fireworks display for the City on July 4, 2019.
3. The term of the contract is for the day of July 4, 2019.
4. The amount of the contract is \$128,750.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

5/30/19



Christine Goodman
Director of Cultural Affairs

Req. # 0188781

Fireworks by Grucci

Fireworks Budget

Proposed Firework Budgets

** All prices quoted in US Dollars (US\$)*

Below we propose to the City of Jersey City an offer to produce a World-Class fireworks program ~ Grucci Style featuring our world famous choreography and internationally renowned expertise as follows:

<p align="center"><i>City of Jersey City ~ Fireworks by Grucci</i> <i>2019 Independence Day Celebration</i> <i>July 4, 2019</i></p>					
<u>Class of Fireworks</u>	<u>Number of Display Locations</u>	<u>Duration</u>	<u>Fireworks Budget*</u>	<u>Discount</u>	<u>Total*</u>
World Class: Twin Theatre	Two Barge Sites	20 – 22 min	\$138,750	-\$10,000	\$128,750

** Fireworks Budget includes the marine services; see following pages for additional Grucci and Client responsibilities;*

Suggested Payment Terms:

- 50% Deposit due NLT May 31, 2019;
- 50% Final Balance NLT June 30, 2019;



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

Signed: Scott Raso Title: CFO

Print Name: Scott Raso Date: May 20, 2019

Subscribed and sworn before me
this 20th day of May, 2019.

My Commission expires: 8-31-2022

Scott Raso, CFO
(Affiant)
SCOTT R. RASO, CFO
(Print name & title of affiant) (Corporate Seal)

Embossed Hereon Is My
Commonwealth Of Virginia Notary Public Seal
My Commission Expires August 31, 2022
DEBORAH W. MITCHELL

****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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
Felix J. Grucci	10 Peathole Lane, Bellport NY 11713

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: Flreworks by Grucci, Inc.
 Signature of Affiant: Scott Raso Title: CEO
 Printed Name of Affiant: Scott Raso Date: 5-20-19

Subscribed and sworn before me this 20th day of May, 2019.

Deborah W. Mitchell
 (Witnessed or attested by) #262331
 (Seal)

My Commission expires: 8-31-2022

Embossed Hereon Is My
 Commonwealth Of Virginia Notary Public Seal
 My Commission Expires August 31, 2022
 DEBORAH W. MITCHELL

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): Scott Raso - Controller

Representative's Signature: _____

Name of Company: Fireworks by Gucci

Tel. No.: 631-286-0088

Date: 5-20-19

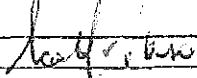
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print): Scott Raso
Representative's Signature: 
Name of Company: Fireworks by Grucci
Tel. No.: 631-286-0088 Date: 5-20-19

**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: Fireworks by Grucci
Address: 20 Pinehurst Drive
Telephone No. : 631-286-0088
Contact Name: Scott Raso

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : Fireworks by Grucci
Address : 20 Pinehurst Drive
Telephone No. : 631-286-0088
Contact Name : Scott Raso

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

DEPARTMENT
OF TREASURY
AND REVENUE
TREASURY

DATE

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:

TRADE NAME:
CLIENT REGISTRATION
SEQUENCE NUMBER:
01090

ISSUANCE DATE:

07/14/04

ADDRESS:
847 ROEBLING AVE
TRENTON, NJ 08611
TWO DA
01090

John S. Tully
Assistant Director

This Certificate is valid only for the registration of the business as described above. It is not valid for any other purpose.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1003907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FIREWORKS BY GRUCCI INC
Trade Name:
Address: 1 GRUCCI LANE
BROOKHAVEN, NY 11719-9423
Certificate Number: 0187722
Effective Date: November 22, 1989
Date of Issuance: June 15, 2016

For Office Use Only:
20160615124537298

Certification 19759

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasury Department has approved the report. This approval will remain in effect for the period of 15/01/2022 to 15/01/2022



FIREWORKS BY GRUCCI, INC.
20 FINEHURST DRIVE
BELLEPORT NY 11710



Ford M. Souder
FORD M. SOUDER
Acting State Treasurer

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

City Clerk File No. Res . 19-528

Agenda No. 10.45

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH DEBIASSE & SEMINARA, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE SPECIFICATIONS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ENGINE CO. #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 16.405, approved on June 15, 2016, authorized a professional services agreement with DeBiasse & Seminara Architects, PC (DeBiasse & Seminara) in the amount of \$73,000.00 to provide architectural and engineering services in connection with the renovations to Engine Co. #15, 200 Sip Avenue, Jersey City, NJ for a term of twelve (12) months; and

WHEREAS, Resolution 17-624, approved on July 19, 2017 authorized a first amendment to extend the contract's term for an additional twenty-four (24) months to allow for historic review, revisions and completion of bid documents; and

WHEREAS, previous amendments have been made to the contract due to changes in the scope of work which increased the total contract amount to \$78,600.00; and

WHEREAS, the City of Jersey City (City) entered into a contract on May 29, 2018 with Mark Construction, Inc., for the renovations to Engine Co. #15, Project No. 2015-018 (Res. 18-316); and

WHEREAS, due to changes made to the original scope of work by the City and unforeseen conditions at the site the project is behind schedule and it is necessary to extend the contract with DeBiasse & Seminara for an additional three (3) months through October 2019 for construction administration through project closeout; and

WHEREAS, this contract extension is authorized pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, additional funds are needed for construction administration services and work performed outside of the original scope of work in the amount of \$26,500.00; and

WHEREAS, funds are available in Account No. 04-215-55-900-990, and the contract will be increased via Change Order under PO. No. 130118.

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

1. The contract with DeBiasse & Seminara, PC is amended to increase the contract amount by an additional TWENTY-SIX THOUSAND FIVE HUNDRED AND 00/00 DOLLARS (\$26,500.00) for a total contract amount of ONE HUNDRED FIVE THOUSAND ONE HUNDRED AND 00/00 DOLLARS (\$105,100.00); and
2. The term is extended for an additional three (3) months effective as of July 19, 2019 through October 19, 2019, and the Mayor or Business Administrator is authorized to execute the Second Amendment to the professional services agreement attached hereto.

TITLE: **RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT DEBLASSE & SEMINARA, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE SPECIFICATIONS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ENGINE CO. #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

I, Elizabeth Castillo (Elizabeth Castillo), as Acting Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-900-990 for payment of the above Resolution.

RR/ab
May 20, 2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R. 5/20/19

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												6.12.19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA	✓				
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ADS	ENT			
BOGGIANO	✓			ROBINSON	✓			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.

Robaldo 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 SECOND AMENDMENT TO A CONTRACT DEBIASSE & SEMINARA, PC IN CONNECTION WITH CONSTRUCTION ADMINISTRATION SERVICES FOR THE ENGINE CO. #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

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

Contract Purpose

The services of a professional architectural consultant is needed for Architectural Programming, Planning and Construction Administration services for the renovations to Engine Co. #15 – 200 Sip Avenue, Jersey City.

Professional design services to be included in this Contract will encompass the following disciplines:

1. Construction Administration and Submittal Review; and
2. Closeout, Post Occupancy and MEP Site Visits.

Cost (Identify all sources and amounts)

(General Firehouse – Capital Account)
04-215-55-900-990 - \$26,500.00

Contract term (include all proposed renewals)

The term will be increased for an additional three (3) months from July 19, 2019 to October 19, 2019.

Type of award

Fair and Open

If "Other Exception", enter type

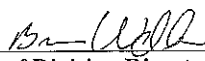
Additional Information

Resolution 16.405, approved on June 15, 2016, authorized a professional services agreement with DeBiasse & Seminara Architects, PC to provide services in connection with the renovations to Engine Co. #15 - 200 Sip Avenue, Jersey City for a term of twelve (12) months.

Resolution 17-624, approved on July 19, 2017, authorized an extension to this contract for an additional twenty-four months (24) due to the necessity of a thorough review by the JC Historic Preservation Office and the Fire Department's desire to keep Engine Co. #15 until emergency repairs made to Engine Co. #10.

Professional Services Agreement is due to expire on July 18, 2019. This resolution is to extend the term for an additional three (3) months to October 19, 2019, authorize additional funds for continued construction administration services, and work outside of the original contract.

I certify that all the facts presented herein are accurate.


Signature of Division Director

5-21-19
Date



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE**

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900



STEVEN M. FULOP
MAYOR OF JERSEY CITY

BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 21, 2019

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Joseph D. Javier, R.A., Architect
Brian F. Weller, L.L.A., Director *(BW)*

SUBJECT : Engine Co. #15 - Renovations
Project No. 2015-018
Re: Second Amending Resolution - DeBiasse & Seminara Architects PC

Due to delays in the general contractor's time line, changes made to the original scope of work, and unforeseen environmental issues at the project site, it is necessary to increase the contract amount and term with DeBiasse & Seminara Architects PC for additional construction administration services. These services include review of submittals, RFI's, Change Orders and Application for Payment, Closeout, Post-Occupancy and MEP Site Visits. They also include advisory services to the owner in order to determine that the contractor is performing in a manner consistent with construction contract documents.

The attached second amending resolution for your consideration reflects an extension of services for DeBiasse & Seminara, PC. for the Engine Co. #15 - Renovations project.

ab
Attachments

c: Brian D. Platt, Business Administrator

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

City Clerk File No. Res. 17-624
 Agenda No. 10.Z.15
 Approved: JUL 19 2017



TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DEBIASSE & SEMINARA ARCHITECTS, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE AND CONSTRUCTION ADMINISTRATION FOR THE ENGINE CO. #15- RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 16.405, approved on June 15, 2016, authorized a professional services agreement with DeBiasse & Seminara Architects, PC to provide services in connection with the renovations to Engine Co. #15 - 200 Sip Avenue, Jersey City; and

WHEREAS, due to the local historic relevance of the Engine Co. #15 building, the project is experiencing delays due to the necessity of a thorough review by the JC Historic Preservation Office; and

WHEREAS, the Fire Department desires that Engine Co. #15 remain operational until emergency repairs are completed at Engine Co. #10 - 283 Halladay Street; and

WHEREAS, the City of Jersey City Department of Administration and the Fire Department desire to move forward with this project and it is necessary to extend the contract term for an additional twenty-four (24) months to allow for historic review, revisions, completion of bid documents to be publicly bid and construction administration services thereafter; and

WHEREAS, this contract extension is authorized pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, no additional funds are needed as funding is encumbered under P.O. No. 121266.

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

1. a. The contract with DeBiasse & Seminara is amended to extend the contract term by an additional twenty-four (24) months effective as of July 18, 2017 and the Mayor or Business Administrator is authorized to execute the First Amendment to the professional services agreement attached hereto;
- b. All other terms and conditions of the agreement shall remain in full force and effect; and
- c. 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.

RR/ab
 June 27, 2017

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel
 Certification Required
 Not Required APPROVED 9-0

COPY

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 16.405

Agenda No. 10.Z.1

Approved: JUN 15 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT TO DEBIASSE & SEMINARA ARCHITECTS, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE AND CONSTRUCTION ADMINISTRATION FOR THE ENGINE CO. #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City at its January 28, 2009, meeting did authorize the award of a Professional Service Agreement in the amount of \$123,000.00 between the City of Jersey City (City) and DeBiasse & Seminara Architects, PC to provide architectural and engineering services in connection with the renovations to Engine Co. #15, 200 Sip Avenue, Jersey City, New Jersey (Res. 09-057); and

WHEREAS, the construction project was put on hold due to lack of funding in 2012. The contract with DeBiasse and Seminara expired and the remaining funds under PO 95076 in the amount of \$46,500.00 were dropped; and

WHEREAS, the City now wishes to proceed with the renovation of Engine Co. #15 and it is in the best interest of the City to complete this renovation with the same architect; and

WHEREAS, the Division of Architecture has solicited a proposal from DeBiasse & Seminara to review the plans and specifications which were 100% complete under the previous contract; for compliance, updates and to resume the project under a new contract; and

WHEREAS, the Director of Architecture has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay to Play Law); and

WHEREAS, DeBiasse & Seminara Architects, PC, 1955 Washington Valley Road, Martinsville, New Jersey 08836 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated June 2, 2016 to provide services for a sum not to exceed \$73,000.00; and

WHEREAS, DeBiasse & Seminara Architects, PC have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, DeBiasse & Seminara Architects, PC has completed and submitted a Business Entity Disclosure Certification which certified that DeBiasse and Seminara Architects, PC 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 DeBiasse and Seminara Architects, PC from making any reportable contributions during the term of the contract; and

WHEREAS, DeBiasse & Seminara Architects, PC submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, these funds are available for this expenditure from Various City Building - Capital Account

04-215-55-854-991

P.O. No. 121266

\$73,000.00

COPY

City Clerk File No. Res. 16-405

Agenda No. 10.Z.1 JUN 15 2016

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DEBIASSE & SEMINARA ARCHITECTS, PC IN CONNECTION WITH COMPLIANCE REVIEW, UPDATE AND CONSTRUCTION ADMINISTRATION FOR THE ENGINE CO. #15 - RENOVATIONS, PROJECT NO. 2015-018 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services, which may be awarded without public bidding; and

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 Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of DeBiasse & Seminara Architects, PC for a lump sum fee not to exceed SEVENTY-THREE THOUSAND 00/100 DOLLARS (\$73,000.00) for the contract period of twelve (12) months;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
5. The award of this contract shall be subject to the condition that DeBiasse and Seminara Architects 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 Maurer (Donna Maurer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-854-991 for payment of the above Resolution. 12/266

June 2, 2016

RR/ab

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 6.15.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
HALLANAN	✓			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

**SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH
DEBIASSE & SEMINARA ARCHITCTS, P.C. FOR COMPLIANCE REVIEW,
UPDATE OF CONSTRUCTION DOCUMENTS AND CONSTRUCTION
ADMINISTRATION FOR THE ENGINE CO. #15 – RENOVATIONS PROJECT**

This Second Amendment of Agreement is made this _____ day of _____ 2019
between the City of Jersey City (City) and DeBiasse & Seminara Architects, P.C. (DeBiasse &
Seminara).

WHEREAS, Resolution 16.405, approved on June 15, 2016 authorized a professional services
agreement with DeBiasse & Seminara for architectural services in connection with compliance
review, update of construction documents and construction administration services for the Engine
Co. #15 – Renovations (Project); and

WHEREAS, Resolution 16.405 authorized a professional services contract in an amount not to
exceed \$73,000.00 and for a term of 12 months that commenced on July 18, 2016; and

WHEREAS, Resolution 17-624 authorized an extension of twenty-four (24) months from July 18,
2017 through July 18, 2019 and the execution of the First Amendment of the contract; and

WHEREAS, additional Change Orders increased the total contract amount from \$73,000.00 to
\$78,600.00 for additional services that the City requested that were outside the original scope of
services; and

WHEREAS, due to delays in the general contractor's time line, it is necessary to increase the
contract term with DeBiasse & Seminara to provide the City with construction administration
services for an additional three (3) months through October 18, 2019, end of construction; and

WHEREAS, the total contract amount will be increased by an additional \$26,500.00 for the
additional services;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The contract amount is increased by an additional \$26,500.00 for a total contract amount not to exceed \$105,100.00; and
2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the Professional Services Agreement with DeBiasse & Seminara Architects, P.C. dated July 18, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and DeBiasse & Seminara Architects, P.C. have executed this Second Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN D. PLATT
Business Administrator

ATTEST:

DEBIASSE & SEMINARA
ARCHITECTS, PC

13 May 2019

Joseph D. Javier, RA, NCARB
Architect, Project Manager
City of Jersey City, Department of Administration, Division of Architecture
13-15 Linden Avenue East, Second Floor
Jersey City, NJ 07305

RE: Fee Proposal for Additional Services
Engine Company 15 Renovations
200 Sip Avenue
Jersey City, NJ 07306

Dear Mr. Javier:

As requested, I propose the following not-to-exceed fee to provide additional Construction Administration Services.

Our work will include the following tasks:

1. Chair 8 progress meetings, prepare and distribute minutes.
2. Perform site observations (concurrent with progress meetings) and prepare reports.
3. Provide additional administration services consistent with the original terms of our contract.

Not to Exceed Additional Fee: \$26,500.00

Receipt of a signed copy of this proposal or a Jersey City purchase order will serve as a Notice to Proceed for this portion of the Project.

Thank you for the opportunity to present this additional service proposal; if you have any questions regarding its content, please call. I trust the above is in line with your expectations and look forward to our continued work with you on this project.

for
DE BIASSE & SEMINARA ARCHITECTS, PC

for
The City of Jersey City



Michael De Biasse, AIA, PP, LEED AP
mdb:ac

Date

\\2016server\c\2009\0902\Constr Admin\Additional Service Requests\Construction Admin Extension\Fee Proposal for Construction Phase Extension.docx

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

PART I - Vendor Affirmation

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

Signed Michael DeBiasse Title: Vice President

Print Name Michael DeBiasse Date: 5/13/2019

Subscribed and sworn before me this 12th day of May, 2019.

My Commission expires: 10/12/2023 Shana Johnson (Affiant)
(Print name & title of affiant) (Corporate Seal)

SHANA L JOHNSON
Notary Public
State of New Jersey
My Commission Expires Oct. 12, 2023
I.D.#50092029

****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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
Virginia Seminara	2 North Star Drive Annandale NJ 08801
Michael DeBlasse	80 Watson road Fanwood NJ 07023

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: DeBlasse & Seminara Architects, PC
 Signature of Affiant: *Michael DeBlasse* Title: 5/13/2019
 Printed Name of Affiant: Michael DeBlasse Date: Vice President

Subscribed and sworn before me this 13th day of May, 2019.
 My Commission expires: 10/12/2023


 (Witnessed or attested by)

 (Seal)

SHANA L JOHNSON
 Notary Public
 State of New Jersey
 My Commission Expires Oct. 12, 2023
 I.D.#50092029

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

Jeana F. Abuan
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@jonj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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): Michael DeBiasse / Vice President

Representative's Signature: *Michael DeBiasse*

Name of Company: DeBiasse & Seminara Architects, PC

Tel. No.: 732-412-6035

Date: 5/10/2019

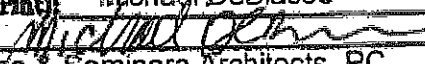
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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 USC 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during its 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: Michael DeBlasse
Representative's Signature: 
Name of Company: DeBlasse & Seminara Architects, PC
Tel. No.: 732-412-6035 Date: 5/10/2019

**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 : DeBlasse & Seminara Architects, PC
Address : 1955 Washington Valley Road Martinsville NJ 08836
Telephone No. : 732-412-6035
Contact Name : Michael DeBlasse

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name: DeBiasse & Seminara Architects, PC
Address: 1955 Washington Valley Road Martinsville, NJ 08836
Telephone No.: 732-412-6035
Contact Name: Michael DeBiasse

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

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: DEBIASSE & SEMINARA ARCHITECTS, PC

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25list.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): MICHAEL DEBIASSE

Signature: *Michael DeBiaise*

Title: VICE PRESIDENT

Date: 5/10/2019

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: DE BIASSE & SEMINARA ARCHITECTS, PC

Organization Address: 1955 Washington Valley Road Martinsville, NJ 08836

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Virginia Seminara	2 North star Drive Annandale, NJ 08801
Michael DeBiasse	80 Watson Road Fanwood, NJ 07023

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michael DeBiasse	Title:	Vice President
Signature:		Date:	

SIGNATURE: Michael DeBiasse
TITLE: Vice President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 13th May OF 20 19

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)



NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2023

SHANA L JOHNSON Notary Public State of New Jersey My Commission Expires Oct. 12, 2023 I.D.#50092029
--

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

03/01/05

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.

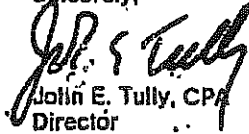
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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,


John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 232
TRENTON, N J 08648-0232

TAXPAYER NAME:

DE BIASSE & SEMINARA ARCHITECTS, PC

TRADE NAME:

ADDRESS:

1955 WASHINGTON VALLEY RD
MARTINSVILLE NJ 08836

SEQUENCE NUMBER:

0098331

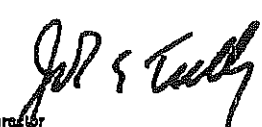
EFFECTIVE DATE:

03/08/95

ISSUANCE DATE:

03/01/05

FORM-BRC(08-01)


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

Certification 33882

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAY-2017~~ to ~~15-MAY-2024~~

DEBIASSE & SEMINARA ARCHITECTS, P.C.
1955 WASHINGTON VALLEY ROAD
MARTINSVILLE

NJ 08836



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

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

City Clerk File No. Res. 19-529

Agenda No. 10.46

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DMR ARCHITECTS IN CONNECTION WITH ARCHITECTURAL PROGRAMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE MARION GARDENS - POLICE AUXILIARY BUILDING, PROJECT NO. 2017-003 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 17-527, approved on June 14, 2017, authorized a professional services agreement with DMR Architects (DMR) to provide architectural programming, planning and construction administration services in connection with the Marion Gardens - Police Auxiliary Building, Jersey City for a term of twenty-four months (24); and

WHEREAS, due to changes to the scope of work by the City of Jersey City (City) to renovate the building in phases, the project experienced delays; and

WHEREAS, project construction is underway, and it is necessary to extend the contract with DMR for an additional twelve months (12) months so that DMR can provide the City with construction administration services; and

WHEREAS, this contract extension is authorized pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, no additional funds are needed for the contract extension as funding is encumbered under P.O. No. 125213.

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

- The contract with DMR Architects is amended to extend the contract term by an additional twelve (12) months effective as of June 23, 2019 and the Mayor or Business Administrator is authorized to execute the First Amendment to the professional services agreement attached hereto.

RR/ab
May 13, 2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED: 7-1

R.R.
5-28-19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Roblando R. Lavarro, Jr., President of Council

[Signature]
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 AMENDMENT TO A CONTRACT WITH DMR ARCHITECTS IN CONNECTION WITH ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION FOR THE MARION GARDENS - POLICE AUXILIARY BUILDING, PROJECT NO. 2017-003, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

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

Contract Purpose

The services of a professional engineering consultant are needed for redesign of plans and specifications originally intended for the Marion Gardens – New Police Headquarters. This location will now be utilized as a Police Auxiliary Building. This contract will include Schematic Design/Design Development, Construction Documents, Respond to Request for Information during bidding and Construction Administration Services.

Cost (Identify all sources and amounts)

N/A

Contract term (include all proposed renewals)

The term of this will be twelve (12) months.

Type of award

Fair and Open

If "Other Exception", enter type

Additional Information

Resolution 17-527, approved on June 14, 2017, authorized a professional services agreement with DMR Architects (DMR) to provide architectural programming, planning and construction administration services in connection with the Marion Gardens - Police Auxiliary Building, Jersey City for a term of twenty-four months (24); and

Due to changes to the scope of work by the City of Jersey City (City) to renovate the building in phases, the project experienced delays; and

Project construction is underway, and it is necessary to extend the contract with DMR for an additional twelve months (12) months from June 23, 2019, so that DMR can provide the City with construction administration services.

I certify that all the facts presented herein are accurate.

Brian Weller
Signature of Division Director

5.21.19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : May 21, 2019

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture *BFW*

SUBJECT : Marion Gardens - Police Auxiliary Building
Project No. 2017-003
Re: DMR Architects

Attached for your consideration is the Resolution authorizing an amendment to a contract with DMR Architects in connection with schematic design/design development, construction documents and construction administration services for the Marion Gardens - Police Auxiliary Building project. DMR Architect's services include the following:

1. Architectural/Mechanical/Electrical/Plumbing Life Safety Design;
2. Construction Drawings and Specifications;
3. Construction Administration and Submittal Review; and
4. Coordination with Telecommunications/Voice/Data with Owner.

The Professional Services Agreement is due to expire on June 22, 2019. This resolution is to extend the term for an additional twelve months to June 22, 2020.

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

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

City Clerk File No. Res. 17-527

Agenda No. 10.Z.33

Approved: JUN 14 2017



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DMR ARCHITECTS IN CONNECTION WITH THE MARION GARDENS - POLICE AUXILIARY BUILDING, PROJECT NO. 2017-003, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the Municipal Council of the City of Jersey City (City) at its August 19, 2015, meeting did authorize the award of a Professional Services Agreement in the amount of \$409,000.00 between the City and DMR Architects to provide architectural programming, planning, and construction administration services in connection with the relocation of Police Headquarters to Marion Gardens, Jersey City, New Jersey (Res. 15.648); and

WHEREAS, a change order was processed for additional schematic design and design development for the amount of \$25,000.00 bringing the overall contract amount to \$434,000.00; and

WHEREAS, bids were received on October 6, 2016 for Marion Gardens - New Police Headquarters project and they substantially exceeded the architects pre-bid estimate and were rejected via Resolution 17-221; and

WHEREAS, the contract with DMR for the Marion Gardens - New Police Headquarters expired and the remaining funds for construction administration in the amount of \$127,200.00 were dropped from PO 118077; and

WHEREAS, City officials have determined that there is still a need for police presence at this location; and

WHEREAS, the City has solicited a proposal from DMR Architects a pre-qualified firm to make modifications/redesign construction documents for this location to bring the building and site up to code to allow for office space; and

WHEREAS, it is in the best interest of the City to complete the renovation at this site with the same consultant; and

WHEREAS, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, DMR Architects, Heights Plaza, 777 Terrace Avenue, Hasbrouck Heights, New Jersey 07604 possesses the necessary qualifications to undertake this project and has submitted the attached revised proposal dated May 16, 2017 to provide services for a sum not to exceed \$196,000.00; and

WHEREAS, these funds are available for this expenditure from General Building - Capital Account:

<u>Account</u>	<u>P. O. #</u>	<u>Amount</u>
04-215-55-901-990	125213	\$196,000.00

WHEREAS, DMR Architects, have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

COPY

City Clerk File No. _____ Res. 17-527

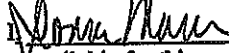
Agenda No. _____ 10.7.33 JUN 14 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DMR ARCHITECTS IN CONNECTION WITH THE MARION GARDENS - POLICE AUXILIARY BUILDING, PROJECT NO. 2017-003, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with the firm of DMR Architects for a lump sum fee not to exceed **ONE HUNDRED NINETY-SIX THOUSAND (\$196,000.00) DOLLARS** for the contract period of twenty-four (24) months which is authorized pursuant to N.J.S.A. 40A:11-15 (9); and
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
4. The Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance attached hereto and incorporated herein by reference, shall be placed on file with this resolution;
5. The award of this contract shall be subject to the condition that DMR Architects provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et-seq.

 (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-701-990 for payment of the above Resolution.

RR/ab

May 17, 2017

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-1


6-14-17

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	✓			ROBINSON	✓			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 Byme, City Clerk

R.R.
5-26-17

FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH DMR ARCHITECTS FOR ARCHITECTURAL PROGRAMMING, PLANNING AND CONSTRUCTION ADMINISTRATION SERVICES FOR MARION GARDENS – POLICE AUXILIARY BUILDING PROJECT

This First Amendment of Agreement is made this _____ day of _____, 2019 between the City of Jersey City (City) and DMR Architects (DMR).

WHEREAS, Resolution 17-527, approved on June 14, 2017 authorized a professional services agreement with DMR for architectural programming, planning and construction administration services for the Marion Gardens – Police Auxiliary Building (Project); and

WHEREAS, Resolution 17-527 authorized a professional services contract in an amount not to exceed \$196,000.00 and for a term of 24 months; and

WHEREAS, the administration requested several changes to the original scope of work which caused delays in the Project; and

WHEREAS, the construction contract has been awarded and the Project is underway; and

WHEREAS, DMR, will be providing the City with construction administration services throughout construction, and

WHEREAS, it is necessary to extend of DMR's contract effective as of June 22, 2019 and continuing through June 22, 2020; and

WHEREAS, no increase in the contract amount is necessary;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The term of the contract is extended effective as of June 22, 2019 through June 22, 2020.

2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with DMR Architects dated June 14, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and DMR Architects have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN D. PLATT
Business Administrator

ATTEST:

DMR ARCHITECTS

**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 DMR Architects (name of business entity) has not made any reportable contributions in the ****one-year period preceding** June 12, 2019 (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 DMR Architects (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: DMR Architects

Signed  Title: Partner

Print Name Pradeep Kapoor, LEED AP BD+C Date: 5/9/19

Subscribed and sworn before me this 9 day of May, 2019 _____ (Affiant)

My Commission expires: Susan L. Eis Pradeep Kapoor, LEED AP BD+C, Partner
2/3/20 (Print name & title of affiant) (Corporate Seal)

SUSAN L. EIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2020

****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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
Lloyd A. Rosenberg, AIA	11 East Place, Suffern, NY 10901

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: DMR Architects
 Signature of Affiant: [Signature] Title: Partner
 Printed Name of Affiant: Pradeep Kapoor, LEED AP BD+C Date: 5/9/19

Subscribed and sworn before me this 9 day of May, 2019
 My Commission expires: 2/3/20

Susan L. Eis
 (Witnessed or attested by)

 (Seal)

SUSAN L. EIS
 NOTARY PUBLIC OF NEW JERSEY
 Commission Expires 2/3/2020

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:

**Jeanne F. 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**

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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): Pradeep Kapoor, LEED AP BD+C

Representative's Signature: _____

Name of Company: DMR Architects

Tel. No.: 201-288-2600

Date: 5/9/19

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

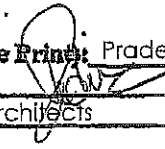
The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs,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

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

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

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

Representative's Name/Title Printed: Pradeep Kapoor, LEED AP BD+C

Representative's Signature: 

Name of Company: DMR Architects

Tel. No.: 201-288-2600

Date: 5/9/19

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: DMR Architects

Organization Address: 777 Terrace Avenue, Suite 607, Hasbrouck Heights, NJ 07604

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Lloyd A. Rosenberg, AIA	11 East Place, Suffern, NY 10901

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

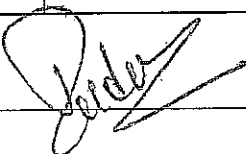
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Pradeep Kapoor, LEED AP BD+C	Title:	Partner
Signature:		Date:	5/9/19

SIGNATURE:  Pradeep Kapoor, LEED AP BD+C
TITLE: Partner

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY 9th May OF 2019

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) SUSAN L. EIS
NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2020
SUSAN L. EIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2020

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

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: DMR Architects

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

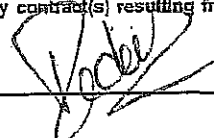
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____	_____
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Pradeep Kapoor, LEED AP BD+C

Signature: 

Title: Partner

Date: 5/9/19



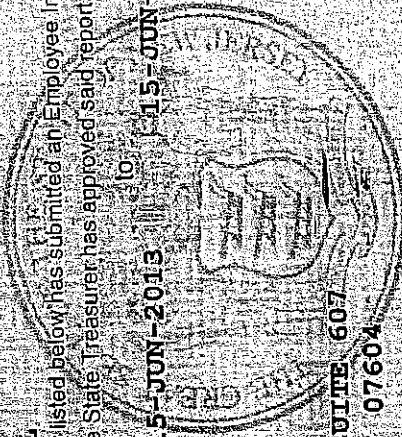
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification CERTIFICATE OF EMPLOYEE INFORMATION REPORT 11257

RENEWAL

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

15-JUN-2013 to 15-JUN-2020



DMR ARCHITECTS, P.C.
777 TERRACE AVENUE, SUITE 607
HASBROUCK HGTS. NJ 07604



Andrew P. Sidamon-Einstoff
State Treasurer

03/20/14

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) 292-3299.

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, NJ 08646-0252

TAXPAYER NAME:

DMR ARCHITECTS P.C.

TRADE NAME:

DMR ARCHITECTS

ADDRESS:

777 TERRACE AVE 6TH FLOOR
HASBROUCK HEIGHTS NJ 07604-3113

SEQUENCE NUMBER:

0079760

EFFECTIVE DATE:

08/28/91

ISSUANCE DATE:

03/20/14

Director
New Jersey Division of Revenue

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

City Clerk File No. Res. 19-530

Agenda No. 10.47

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City ("City") approved, Resolution No. 17-333 on April 12, 2017 ratifying a professional services agreement effective June 1, 2016 in the amount of \$50,000.00 with the Law Firm of Apruzzese, McDermott, Mastro & Murphy, P.C. to represent the City in various union negotiations; and

WHEREAS, Resolution 17-973, approved on December 13, 2017, reauthorized a one year professional services contract effective June 1, 2017 with Apruzzese, McDermott, Mastro & Murphy, P.C. for \$150,000.00 to represent the City in various union negotiations; and

WHEREAS, Resolution 18-706, approved on July 18, 2018 reauthorized a professional services agreement effective June 1, 2018 with Apruzzese, McDermott, Mastro & Murphy, P.C. in the amount of \$75,000.00 to represent the City in various union negotiations; and

WHEREAS, the City continues to need the service of Apruzzese, McDermott, Mastro & Murphy, P.C. to represent the City in various union negotiations; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40 A: 11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the City is renewing the contract with Apruzzese, McDermott, Mastro & Murphy, P.C. for one year term effective as of **June 1, 2019** and increasing the contract by an additional **\$100,000.00**; and

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

WHEREAS, fund sin the amount of **\$5,000.00** are available in Account No.: **19-01-201-20-155-312**; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. has submitted its certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the 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 Apruzzese, McDermott, Mastro & Murphy, P.C. is hereby reauthorized for a one year period effective **June 1, 2019**, and amended to increase the contract amount by an additional **\$100,000.00** for a total contract amount of **\$275,000.00**;

TITLE:

RESOLUTION RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

2. The award of this contract shall be subject to the condition that Apruzzese, McDermott, Mastro & Murphy, P.C. 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. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in **Account No.: 19-01-201-20-155-312** for payment of this resolution. *QD # 132847*

Elizabeth Castillo
 Elizabeth Castillo, Acting Chief Financial Officer

XT
 05/31/2019

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

APPROVED AS TO LEGAL FORM
 1
 Corporation Counsel

R.B.
 6-3-19

Certification Required

Not Rec

WITHDRAWN

RECORD OF COUNCIL VOTE ON											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				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.

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 RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@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 of Jersey City is in negotiations with various unions and Apruzzese, McDermott, Mastro & Murphy, P.C. has been instrumental in the City negotiations. The City is renewing their contract with Apruzzese, McDermott, Mastro & Murphy, P.C. for an additional twelve (12) months.

Cost (Identify all sources and amounts)

City Funds 19-01-201-20-155-312
\$100,000.00

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

6/4/19
Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Apruzzese, McDermott, Mastro & Murphy, P.C., 25 Independence Blvd, Warren, NJ 07059 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Various Union Negotiations*

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. 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 \$100,000.00.

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. Invoicing Policy.

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 overhead 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. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the

undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. 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 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.

VII. 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.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. 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.

X. 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 attorney 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:

City of Jersey City

Robert Byrne
City Clerk

Brian D. Platt
Business Administrator

WITNESS:

By:
Firm: Apruzzese, McDermott,
Mastro & Murphy, P.C.

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: _____

**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 : Apruzzese, McDermott, Mastro & Murphy, P.C.
Address : 25 Independence Boulevard, Warren, NJ 07059
Telephone No. : 908-580-1776
Contact Name : Arthur R. Thibault, Jr.

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name: Apruzzese, McDermott, Mastro & Murphy, P.C.
Address: 25 Independence Boulevard, Warren, NJ 07059
Telephone No.: 908-580-1776
Contact Name: Arthur R. Thibault, Jr.

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.

Women 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

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

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

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

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

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

Representative's Name/Title (Print): Robert T. Clarke, President
Representative's Signature: Robert T. Clarke
Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.
Tel. No.: 908-580-1776 Date: 2/5/19

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. 10:531 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. 10:531 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert T. Clarke, President

Representative's Signature: *Robert T. Clarke*

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No. 908-580-1776

Date: 1/1/9

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

PART II - Signature and Attestation:

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

Name of Business Entity: _____

Signed: Robert T. Clarke Title: President

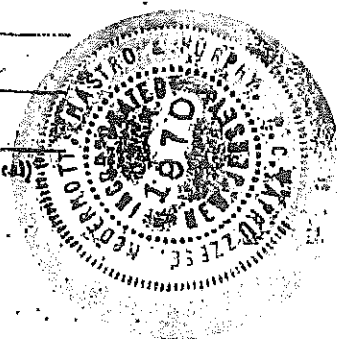
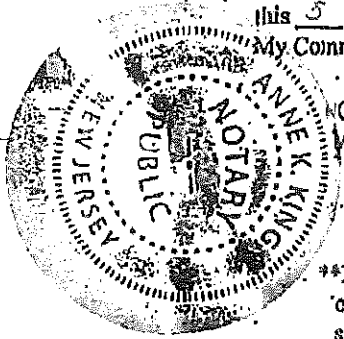
Print Name: Robert T. Clarke Date: February 5, 2019

Subscribed and sworn before me
this 5 day of Feb, 2019
My Commission expires:

ANNE K. KING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/21/2021

Frank King
(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	Mira Prinz-Asey for Council
Lavotto for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yum for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
ROBERT T. CLARKE	36 Cedar Road, Whitehouse Station, NJ 08889
Frederick T. Danser	853 Collins Meadow Drive, Georgetown, SC 29440
Maurice J. Nelligan	57 Country Acres Drive, Hampton, NJ 08827
Barry Marell	5 Lara Place, Warren, NJ 07059
Mark J. Blunda	73 South Manor Court, Wall, NJ 07719

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.

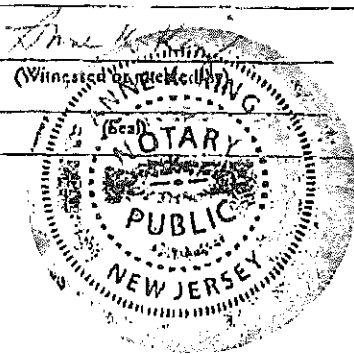
Name of Business Entity: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signature of Affiant: Robert T. Clarke Title: President

Printed Name of Affiant: Robert T. Clarke Date: February 5, 2019

Subscribed and sworn before me this 5th day of February, 2019.

My Commission expires: **ANNE K. KING**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/21/2021



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME:
APRUZZESE, McDERMOT, MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

024804

ADDRESS:
25 INDEPENDENCE BLVD
WARREN NJ 07059

ISSUANCE DATE:

08/31/04

EFFECTIVE DATE:

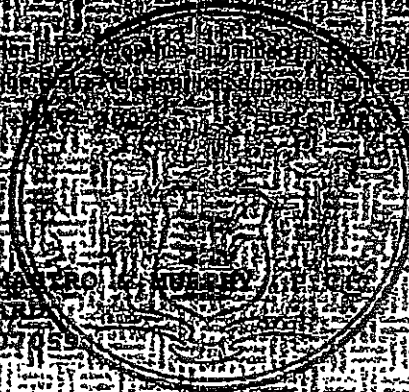
07/22/70

FORM-BRC(08-01)

John S. Tully
Acting Director

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

OFFICE OF EMPLOYER INFORMATION REPORT



A handwritten signature in blue ink, appearing to read "Andrew P. Stampy-Erston".

Andrew P. Stampy-Erston
State Treasurer

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

City Clerk File No. Res. 19-531

Agenda No. 10.48

Approved: JUN 12 2019

TITLE:



RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC TO REPRESENT STEVEN MCGILL, JAMES SHEA, JEROME CALA AND MARK BUNBURY IN THE MATTER OF VANESSA GROSS V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City ("City") adopted Resolution no. 18-628 on June 27, 2018, ratifying and authorizing a professional services agreement effective May 23, 2018 with Brach Eichler, LLC for a total contract amount not to exceed \$75,000.00 to represent City employees Steven McGill, James Shea, Jerome Gala and Mark Bunbury who were named in a complaint filed by Vanessa Gross in the Superior Court of New Jersey on April 30th, 2019 alleging gender discrimination, discrimination based on military status and a hostile work environment; and

WHEREAS, the City awarded the contract to Brach Eichler, LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to ratify the renewal of its professional services contract with Brach Eichler, LLC for an additional twelve month period effective May 23, 2019; and

WHEREAS, because all the contract funds were expended it is necessary to increase the contract amount by an additional **\$75,000.00** at the same rate of **\$150.00** per hour including expenses; and

WHEREAS, an encumbrance of **\$10,000.00** is available in **Account No. 19-01-201-23-210-312**; and

WHEREAS, Brach Eichler, 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

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. A one (1) year professional services contract with Brach Eichler, LLC to represent City employees Steven McGill, James Shea, Jerome Cala, and Mark Bunbury in the Vanessa Gross litigation is hereby renewed effective **May 23, 2019**, and the contract amount is increased by an additional **\$75,000.00**, for a total contract amount of \$150,000.00 including expenses;
2. The award of this contract shall be subject to the condition that Brach Eichler, LLC 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. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

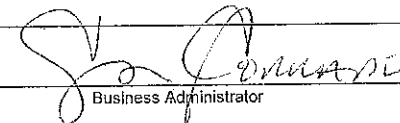
RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC TO REPRESENT STEVEN MCGILL, JAMES SHEA, JEROME CALA AND MARK BUNBURY IN THE MATTER OF VANESSA GROSS V. CITY OF JERSEY CITY, ET AL.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in **Account No.: 19-01-201-23-210-312** for payment of this resolution. P.O. No. 133747


 Elizabeth Castillo, Acting Chief Financial Officer

.xt
 05/21/2019

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM RR.
5.22.19

 Corporation Counsel

Certification Required

Not Required

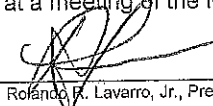
APPROVED 8-0

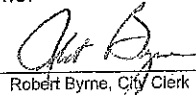
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ 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 RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF BRACH EICHLER, LLC TO REPRESENT STEVEN MCGILL, JAMES SHEA, JEROME CALA AND MARK BUNBURY IN THE MATTER OF VANESSA GROSS V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

This matter is still ongoing and it is necessary to renew the contract for an additional twelve (12) months. Outside counsel will represent Steven McGill, James Shea, Jerome Cala, and Mark Bunbury who were named in a complaint filed in Superior Court by Vanessa Gross alleging New Jersey Conscientious Employee Protection Act violation, gender discrimination, and discrimination based on military status and hostile work environment.

Cost (Identify all sources and amounts)

\$75,000
Insurance Fund Commission.
19-01-201-23-210-312

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

6/4/19
Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 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 *Vanessa Gross 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. 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. Invoicing Policy.

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 overhead 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. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 *et seq.* adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 *et seq.*, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. 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.

VII. 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.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. 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.

X. 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 attorney 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:

City of Jersey City

Robert Byrne
City Clerk

Brian D. Platt
Business Administrator

WITNESS:

By:
Firm: Brach Eichler, LLC

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: _____

Certification 54804

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-JUL-2018 to 15-JUL-2021

BRACH EICHLER LLC
101 EISENHOWER PARKWAY
ROSELAND NJ 07068



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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

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

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

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

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

Representative's Name/Title Print: Matthew M. Collins, Esq.
Representative's Signature: _____
Name of Company: Brach Eichler LLC
Tel. No.: 973.228.5700 Date: February 27, 2019

**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 LLC

Address : 101 Eisenhower Parkway, Roseland, NJ 07068

Telephone No. : 973-228-5700

Contact Name : Matthew M. Collins, Esq.

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE) Neither

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name: Brach Eichler LLC
Address: 101 Eisenhower Parkway, Roseland, NJ 07068
Telephone No.: 973-228-5700
Contact Name: Matthew M. Collins, Esq.

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

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 42 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.

James J. Frusolano
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 352 TRENTON, NJ 08646-0352
TAXPAYER NAME: BRACH EICHLER L.L.C.	TRADE NAME:	
ADDRESS: 101 EISENHOWER PARKWAY ROSELAND NJ 07068	SEQUENCE NUMBER: 1A83315	
EFFECTIVE DATE: 04/29/09	ISSUANCE DATE: 04/29/09	
	 Director New Jersey Division of Revenue	

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

PART II - Signature and Attestation:

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

Name of Business Entity: Brach Eichler LLC

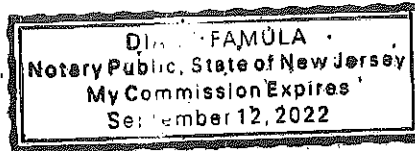
Signed: [Signature] Title: Member

Print Name: Matthew M. Collins, Esq. Date: February 27, 2019

Subscribed and sworn before me
this 27 day of Feb., 2019.
My Commission expires:

[Signature]
(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 2021	Mira Frinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
See Attached	

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: Brach Eichler LLC
 Signature of Affiant: [Signature] Title: Member
 Printed Name of Affiant: Matthew M. Collins, Esq. Date: February 27, 2019

Subscribed and sworn before me this 27 day of Feb., 2019
 My Commission expires: _____

DIANE FAMULA
 Notary Public, State of New Jersey
 My Commission Expires
 September 12, 2022

[Signature]
 (Witnessed or attested by)

 (Seal)

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Capozzi, Edward P.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Collins, Matthew M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dagli, Riza I.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Donica, M. Sidney	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dornfeld, Lani M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dromsky-Reed, Susan	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Fanburg, John D.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gladstone, Stuart M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gormally, Charles X.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gorrell, Joseph M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Grelecki, Carol	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Hammer, Alan R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Kasolas, Bobby	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Lenker, Brian R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Lienhardt, Debra C.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Manigan, Mark E.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Pachman, Stuart L.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Polkowitz, Stuart J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Pollak, Daniel J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Popowitz, Allen J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Rainone, Anthony M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Ritter, David J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Roberts, Keith J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Rubright, Susan R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Soranno, Carl J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Stella, Frances B.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Suriano, Rose A.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

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:	Brach Eichler LLC		
Address:	101 Eisenhower Parkway		
City:	Roseland	State: NJ	Zip: 07068

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	Matthew M. Collins, Esq. _____ Printed Name	Member _____ 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
Edward Capozzi	Murphy for Governor	9/27/17	\$ 1,000.00
Edward Capozzi	Vincent Prieto primary	6/12/17	500.00
Edward Capozzi	Scutari for Senate	10/17/17	500.00
Edward Capozzi	Scutari for Senate	6/16/18	1,000.00
Edward Capozzi	Sweeney for Senate	2/16/17	500.00
Alan R. Hammer	Thomas Kean Jr. Primary 2017 senate	12/22/16	2,600.00
Stuart M. Gladstone	Christie for Governor	12/31/12	3,800.00
Stuart M. Gladstone	Richard Codey for Senate	10/11/13	500.00
Charles X. Gormally	Christie for Governor	12/31/12	2,000.00
Charles X. Gormally	James Gannon, Morris County Sheriff	2/11/17	800.00
Debra Lienhardt	Christie for Governor	1/7/13	2,800.00
Debra Lienhardt	Raj Mukherji for State Assembly	8/5/14	400.00
Mark E. Manigan	W. Caraballo Municipal Office Newark	3/17/14	1,000.00
Mark E. Manigan	Christie for Governor	12/31/12	3,800.00
Mark E. Manigan	Raj Mukherji for State Assembly	8/2/14	600.00
Anthony Rainone	Christie for Governor	12/31/12	1,000.00
Carl J. Soranno	Christie for Governor	12/31/12	2,000.00

Check here if the information is continued on subsequent page(s)

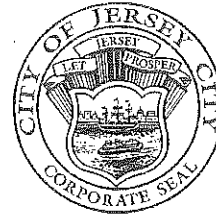
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-532

Agenda No. 10.49

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PERISCOPE HOLDINGS, INC. FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 18-388, approved on April 25, 2018, awarded a one-year contract, in the annual amount of \$24,700.00 for online bidding and quote services for the Division of Purchasing; and

WHEREAS, the contract provided the City with the option to renew the contract for an additional (2) one-year terms; 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 term effective as of May 1, 2019 and ending on April 30, 2020; and

WHEREAS, the total cost of the contract renewal is \$24,700.00; and

WHEREAS, funds are available for this contract in the Operating Account:

Account	PO #	Total Contract	Encumbrance
01-201-20-102-314	133593	\$24,700.00	\$11,406.00

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

1. A renewal contract in the amount of \$24,700.00 is awarded to Periscope Holdings, Inc. for online bidding services;
2. The term of the contract shall be for one year effective May 1, 2019 through April 30, 2020;
3. 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
4. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 and in the subsequent year's permanent budget.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PERISCOPE HOLDINGS, INC. FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

I, Elizabeth Castillo, Elizabeth Castillo, Acting 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 Operating Account:

Account	PO #	Total Contract	Encumbrance
01-201-20-102-314	133593	\$24,700.00	\$11,406.00

Approved: [Signature]
Peter Folgado, Director, QPA, RPPO

5/9/19
Date

PF/pv
5/7/19

Rf

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6-12-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-388

Agenda No. 10.2

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PERISCOPE HOLDINGS INC./BIDSYNC FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

COUNCIL 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 Purchasing Solutions Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Division of Purchasing needs online bidding and quote services; and

WHEREAS, resolution 18-313 approved on March 28, 2018 authorized the City of Jersey City (City) to enter into a cooperative agreement with the Purchasing Solutions Alliance; and

WHEREAS, the Division of Purchasing, wishes to purchase online bidding and quote services from Periscope Holdings Inc./Bidsync, 629 E. 700 South, Suite 101, American Fort, Utah 84003 who is in possession of contract number 13-102; and

WHEREAS, the total amount of the contract is \$24,700.00; and

WHEREAS, this contract is awarded for a period of one year commencing May 1, 2018 with the option to extend the contract for up to two additional one year terms; and

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

WHEREAS, these funds are available for this expenditure in accordance with the 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:

1. A contract in the amount of \$24,700.00 is awarded to Periscope Holdings Inc./Bidsync for online bidding and quote services.
2. The term of the contract shall be effective May 1, 2018 through April 30, 2019.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
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.

(Continued on page 2)

Continuation of Resolution _____
City Clerk File No. Res. 18-388
Agenda No. 10-Z
TITLE: APR 25 2018

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PERISCOPE HOLDINGS INC./BIDSYNC FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING

5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year permanent budgets.

Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract	Encumbrance
01-201-20-100-314	128945	\$24,700.00	\$12,000.00

Approved: _____ April 13, 2018
Peter Folgado, Director of Purchasing, Date
GPA, RPPO

PF/pv/RR
4/13/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
4-16-18

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

**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 *Periscope Holdings, Inc.* 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 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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

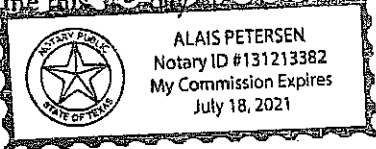
Name of Stock or Shareholder	Home Address
Periscope Intermediate Corporation	5000 Plaza on the Lake, Suite 100, Austin, TX 78746

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: Periscope Holdings, Inc.
Signature of Affiant: [Signature] Title: Chief Financial Officer
Printed Name of Affiant: David English Date: 3/11/19

Subscribed and sworn before me this 11th day of March, 2019.
My Commission expires: July 18, 2021



[Signature]
(Witnessed or attested by)

(Seal)

**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 Periscope Holdings, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 3/11/19 (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 Periscope Holdings, 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.

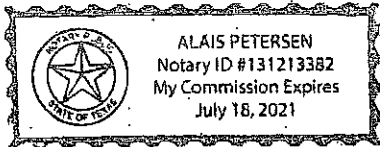
Name of Business Entity: Periscope Holdings, Inc.

Signed: David English Title: Chief Financial Officer

Print Name: David English Date: 3/11/19

Subscribed and sworn before me
this 11th day of March 2019.
My Commission expires:

Alais Petersen (Affiant)
Alais Petersen - Sales Operations Manager
(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

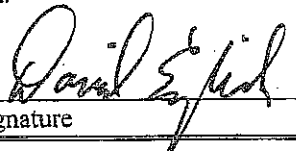
Required Pursuant To N.J.S.A. 19:44A-20.26

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:	Periscope Holdings, Inc.		
Address:	5000 Plaza on the Lake, Suite 100		
City:	Austin	State:	TX
		Zip:	78746

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
David English Chief Financial Officer

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 reportable contributions made			\$

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): David English, Chief Financial Officer

Representative's Signature: 

Name of Company: Periscope Holdings, Inc.

Tel. No.: (512) 717-0680

Date: 3/11/19

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

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

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

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

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

Representative's Name/Title Print: David English, Chief Financial Officer
Representative's Signature: *David English*
Name of Company: Periscope Holdings, Inc.
Tel. No.: (512) 717-0680 Date: 3/11/19

**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: Periscope Holdings, Inc.

Address: 5000 Plaza on the Lake, Suite 100

Telephone No. : (512) 717-0680

Contact Name: David English

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : Periscope Holdings, Inc.
Address : 5000 Plaza on the Lake, Suite 100
Telephone No. : (512) 717-0680
Contact Name : David English

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

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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.

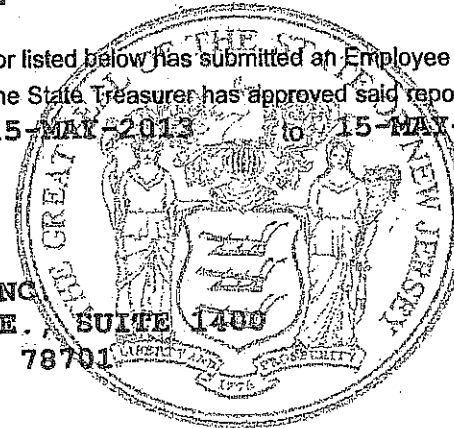
OFFICE OF EQUAL OPPORTUNITY COPY

Certification 2909

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2013** to **15-MAY-2020**

**PERISCOPE HOLDINGS, INC
816 NORTH CONGRESS AVE., SUITE 1400
AUSTIN TX 78701**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
Acting State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PERISCOPE HOLDINGS, INC
Trade Name:
Address: 319 CONGRESS AVENUE SUITE 200
AUSTIN, TX 78701-4096
Certificate Number: 1111328
Effective Date: December 08, 2004
Date of Issuance: April 13, 2018

For Office Use Only:
20180413142903654

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

City Clerk File No. Res. 19-533

Agenda No. 10.50

Approved: JUN 12 2019



TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH KATERRA CONSTRUCTION LLC ALLOWING FOR THE USE OF THE PARKING LOT AT 365 SUMMIT AVE IN ORDER TO PERFORM VARIOUS CONSTRUCTION WORK**

COUNCIL
OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION

WHEREAS, the City of Jersey City (the "Licensor") owns property at 365 Summit Avenue, Jersey City, New Jersey 07306 and identified on the Jersey City Tax Collector's Map as Block 12204, Lot 13 ("Licensor Property"); and

WHEREAS, Katerra Construction LLC having an office address at I Evertrust Plaza, Suite 102, Jersey City, New Jersey 07302 (the "Licensee") has requested the Licensor's permission for Licensee, including its agents, contractors, subcontractors and suppliers, to enter onto and have the use of the Licensor Property for the Term of the Agreement in order to perform certain construction work including, but not limited to, installing ACM panels, railings, curbs and sidewalks, backfilling pits, repaving retaining wall and removing sidewalk bridge as well as the temporary storage and staging of materials, construction equipment, machinery, tools and construction vehicles ("Licensee Work"); and

WHEREAS, in order to perform the Licensee Work, Licensee, including its agents, contractors, subcontractors and suppliers, will be required to enter upon, access and traverse the Licensor Property; and

WHEREAS, the Licensee shall obtain insurance that is satisfactory to the City's Risk Manager for the Licensee Work; and

WHEREAS, the Licensee shall indemnify the City against any causes of action that may occur as a result of accidents or activities during the Licensee Work;

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 enter into a License Agreement with the Licensee.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the License Agreement shall be in substantially the form of the document attached hereto.
3. The License Agreement shall expire five (5) weeks after execution by City officials.

JMcK
6/10/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	AB	ENT	
BOGGIANO	✓			ROBINSON	✓			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 EXECUTION OF A LICENSE AGREEMENT WITH KATERRA CONSTRUCTION LLC ALLOWING FOR THE USE OF THE PARKING LOT AT 365 SUMMIT AVE IN ORDER TO PERFORM VARIOUS CONSTRUCTION WORK

Project Manager

Department/Division	Administration		
Name/Title	Brian Platt	Business Administrator	
Phone/email	(201) 547-4303	bplatt@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 will authorize the execution of a License Agreement with the Katerra Construction LLC to have access to property at 365 Summit Avenue in order to conduct various construction work on a neighboring property.

Cost (Identify all sources and amounts)

\$0

Contract term (include all proposed renewals)

Expires 5 weeks after the date of execution by the City.

Type of award

License Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

LICENSE AND ACCESS AGREEMENT

THIS LICENSE AND ACCESS AGREEMENT ("Agreement") is entered into this 10th day of June, 2019 between the City of Jersey City, a municipal corporation of the State of New Jersey having an address located at 280 Grove Street, Jersey City, New Jersey 07302 ("Licensor"), and Fields Hi-Rise Construction Co. LLC now known as Katterra Construction LLC having an office address at 1 Evertrust Plaza, Suite 102, Jersey City, New Jersey 07302 ("Licensee"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties".

WHEREAS, Licensor is the owner of real property located at 365 Summit Avenue, Jersey City, New Jersey 07306 and identified on the Jersey City Tax Collector's Map as Block 12204, Lot 13 ("Licensor Property"); and

WHEREAS, Licensee has entered into an Agreement with the owner of property located at 87-97 Newkirk Street, Jersey City, New Jersey 07302 and identified on the Jersey City Tax Collector's Map as Block 12204, Lot 12 ("Newkirk Street Property") pursuant to which the owner of the Newkirk Street Property has retained Licensee to perform certain construction work associated with a residential building; and

WHEREAS, the Licensee has requested the Licensor's permission for Licensee, including its agents, contractors, subcontractors and suppliers, to enter onto and have the use of the Licensor Property for the Term of the Agreement in order to perform certain construction work including, but not limited to, installing ACM panels, railings, curbs and sidewalks, backfilling pits, repaving retaining wall and removing sidewalk bridge as well as the temporary storage and staging of materials, construction equipment, machinery, tools and construction vehicles ("Licensee Work"); and

WHEREAS, in order to perform the Licensee Work, Licensee, including its agents, contractors, subcontractors and suppliers, will be required to enter upon, access and traverse the Licensor Property; and

WHEREAS, the Licensor seeks to grant to the Licensee permission for Licensee to perform Licensee Work during the Term of this Agreement.

NOW, THEREFORE, in consideration as recited below and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Permission to Enter.**

The Licensor grants the Licensee, its agents, professionals, contractors, subcontractors and suppliers, permission to enter onto and use the Licensor Property for access, ingress and egress purposes, and for the Licensee's construction of the Licensee Work.

2. **Term of Agreement.**

The term of this Agreement shall be five (5) weeks from execution of this Agreement by both parties, unless otherwise extended in writing by both parties.

3. **Licensee's Use and Entry Subject to Building Codes.**

In the event any of the activities being conducted are subject to local building codes, approvals or inspections, the Licensee shall procure, or cause each contractor to procure, any and all necessary approvals, and to arrange for and pay for same. The Licensor shall cooperate therewith to the extent its written authorization is required to obtain any such permits or approvals.

4. **Indemnification/Insurance.**

The Licensee shall indemnify and hold the Licensor harmless from any and all claims arising out of the Licensee's use of, or entry onto, the Licensor Property, whether in contract or in tort, by any contractor, professional, agent or employee of the Licensee, or by any other person who suffers bodily injury or property damage as a result of actions or omissions by the Licensee, its contractors, agents and employees; provided, however, that indemnification shall not apply to bodily injury or property damage claims that result from direct interference or direct negligence of the Licensor or Licensor's agents, employees or representatives. The Licensee shall provide and maintain, or cause its contractors or agents to provide, proof of insurance coverage which shall include Commercial General Liability Insurance and Worker's Compensation Insurance in amounts that are reasonably acceptable to Owner. Prior to the commencement of the Licensee Work, Licensee shall provide Licensor with an insurance certificate naming Licensor as an additional insured.

5. **Exclusive Ownership; Usage; no Liens, or other Interests.**

The Licensor represents that the Licensor Property is owned solely by the Licensor and that no other consents or approvals are required for the Licensee to enter the Licensor Property. The Licensor further represents, to the best of its knowledge, that there are no liens, encumbrances or other impediments affecting Licensee's use of the Licensor Property during the Term of this Agreement.

6. **Maintenance and Safety Precautions.**

The Licensee shall ensure that all of its contractors using the Licensor Property will take commercially reasonable security and safety precautions associated with Licensee's use of the Licensor Property. Licensee shall keep and maintain the Licensor Property in good

condition during the Term of this Agreement. Any damage to the Licensor Property caused by Licensee shall be repaired by Licensee at its cost and expense.

7. **Entire Agreement.**

This document contains the entire agreement of the parties and may not be altered, amended, modified, or revoked except by an instrument in writing approved and executed by both parties.

8. **Governing Law.**

This Agreement shall be governed by and be construed in accordance with the laws of the State of New Jersey.

9. **Counterparts.**

This Agreement may be executed in counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Agreement shall be deemed the equivalent of the delivery of the original.

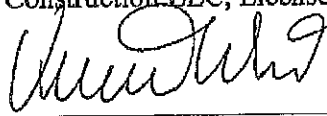
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their respective names and on their behalf, as of the date first written above.

City of Jersey City, Licensor

By: _____
Name:
Title

Katerra Construction LLC, Licensee

By: 
Name: VINCENT WILT
Title: PROJECT MANAGER.

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

City Clerk File No. Res. 19-534

Agenda No. 10.51

Approved: JUN 13 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING, P.A., FOR THE IMPLEMENTATION OF THE OPERATIONS AND MAINTENANCE PLAN (O&M PLAN) FOR THE REMAINDER OF 2019 THROUGH THE FIRST QUARTER OF 2020 ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, AT 400 SIP AVENUE, ROUTES 1&9, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) took possession of the PJP Landfill Site, Project No. 10-018, located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites, has undergone site remediation and capping, and is currently undergoing Operations and Maintenance (O&M) procedures and monitoring; and

WHEREAS, the United States Environmental Protection Agency (USEPA) and the New Jersey Department of Environmental Protection (NJDEP) require the City to continue retaining an environmental engineering firm to implement the O&M Plan for the PJP Landfill Site; and

WHEREAS, the Director of Engineering has determined and certified in writing that the value of the contract with the above scope will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay to Play Law); and

WHEREAS, Maser Consulting, P.A., (Maser) 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, Maser has completed and submitted a Business Entity Disclosure Certification which certified that Maser 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 Maser from making any reportable contributions during the term of the contract; and

WHEREAS, Maser submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, Maser submitted the attached proposal dated May 15, 2019 in the amount of Two Hundred Seventy Five Thousand Four Hundred Dollars (\$275,400.00) for O&M services for the remainder of 2019 through the first quarter of 2020; and

WHEREAS, the total contract amount for the professional environmental engineering services to conduct O&M services on the PJP Landfill Site for the remainder of 2019 through the first quarter of 2020 shall be for a sum not to exceed Two Hundred Seventy Five Thousand Four Hundred Dollars (\$275,400.00); and

WHEREAS, funding in the amount of Two Hundred Seventy Five Thousand Four Hundred Dollars (\$275,400.00) is available for this expenditure from:

Account # 04-215-55-152-990 Requisition #0188828 P.O. # 133890 Amount \$275,400.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING, P.A., FOR THE IMPLEMENTATION OF THE OPERATIONS AND MAINTENANCE PLAN (O&M PLAN) FOR THE REMAINDER OF 2019 THROUGH THE FIRST QUARTER OF 2020 ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, AT 400 SIP AVENUE, ROUTES 1&9, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Maser Consulting, P.A., to provide environmental and engineering services for a total contract amount not to exceed Two Hundred Seventy Five Thousand Four Hundred Dollars (\$275,400.00);
2. The term of the contract shall be twelve (12) months, effective upon execution of the Agreement by the City officials;
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
5. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
7. The award of this contract shall be subject to the condition that Maser 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 Elizabeth Castillo (Elizabeth Castillo), as Acting 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. Acct #04-215-55-152-990, PO# 133890, \$275,400.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABS ENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	ABS ENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rafael R. Lavarro, Jr., President of Council

[Signature]
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 PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING, P.A., FOR THE IMPLEMENTATION OF THE OPERATIONS AND MAINTENANCE PLAN (O&M PLAN) FOR THE REMAINDER OF 2019 THROUGH THE FIRST QUARTER OF 2020 ON THE PJP LANDFILL SITE, PROJECT NO. 10-018, AT 400 SIP AVENUE, ROUTES 1&9, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@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 a professional engineering services contract to Maser Consulting, P.A., to implement the Operations and Maintenance Plan (O&M Plan) on the PJP Landfill Site, Project No. 10-018, for the City of Jersey City for the remainder of 2019 through the first quarter of 2020.

Cost (Identify all sources and amounts)

04-215-55-152-990: \$275,400.00

Contract term (include all proposed renewals)

Twelve (12) months

Type of award


Direct and Open

If "Other Exception", enter type

Additional Information

Because the PJP Landfill is on the National Priorities List of Superfund (the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites) and is capped, New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA) both require that the City continue to implement the Operations and Maintenance Plan to monitor environmental conditions on-site.

I certify that all the facts presented herein are accurate.


Signature of Municipal Engineer

6/6/19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 29, 2019
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Jose R. Cunha, Municipal Engineer
SUBJECT: Operations and Maintenance for PJP Landfill Site
City of Jersey City, Project No. 10-018
Resolution to Award Professional Services Agreement with Maser Consulting, P.A., for
Implementation of Operations and Maintenance Plan on the PJP Landfill Site

The PJP Landfill Site is a capped, inactive landfill on the National Priorities List of Superfund (the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites) and has been undergoing Operations and Maintenance (O&M) procedures. The New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA) both require that the City continue to implement the O&M Plan to monitor environmental conditions on-site.

Maser Consulting, P.A., submitted the attached proposal dated May 15, 2019 in the amount of Two Hundred Seventy Five Thousand Four Hundred Dollars (\$275,400.00) for O&M services for the remainder of 2019 through the first quarter of 2020.

Following are the sources of funding for this project:

Account No. 04-215-55-152-990 \$275,400.00

Attached for your consideration is the Resolution authorizing a Professional Services Agreement with Maser Consulting, P.A. in the amount of Two Hundred Seventy Five Thousand Four Hundred Dollars (\$275,400.00) for the subject project.

Jose R. Cunha
Municipal Engineer

AGREEMENT

Agreement made this _____ day of _____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey (“CITY”) and Maser Consulting, P.A., 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (City) took possession of the PJP Landfill Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government’s program to clean up the nation’s uncontrolled hazardous waste sites, has undergone site remediation and capping, and is currently undergoing Operations and Maintenance (O&M) procedures and monitoring; and

WHEREAS, the United States Environmental Protection Agency (USEPA) and the New Jersey Department of Environmental Protection (NJDEP) require the City to continue retaining an environmental engineering firm to implement the O&M Plan for the PJP Landfill Site; and

WHEREAS, Maser Consulting, P.A., submitted the attached proposal dated May 15, 2019 in the amount of Two Hundred Seventy Five Thousand Four Hundred Dollars (\$275,400.00) for O&M services for the remainder of 2019 through the first quarter of 2020; and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated May 15, 2019 in the amount of Two Hundred Seventy Five Thousand Four Hundred Dollars (\$275,400.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph,

D. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 18-015-E.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution should be kept in force until at least one (1) year after completion of this Agreement.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such

including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

- 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 AA 302) 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.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death

competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

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

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

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

ARTICLE XVI

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

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

MASER CONSULTING, P.A.,

BY: _____
[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

5/15/2019



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

April 18, 2019
Revised May 15, 2019

VIA E-MAIL & U.S. MAIL

Justina Cheng
Environmental Engineer
Division of Engineering, Traffic, and Transportation
Municipal Services Complex
13 - 15 Linden Avenue East
Jersey City, New Jersey 07305

Re: Request for Proposals: Operations and Maintenance, 2019 through Q1 of 2020
PJP Landfill Site
Block 11701, Lot 5 + Block 11702, Lots 5, Parts of 3 & 4 + Block 11706, Lots 1 & 2 +
Block 11707, Lots 1 & 2
400 Sip Avenue, Routes 1 & 9, Jersey City, Hudson County, NJ
NJDEP Preferred Identification Number: 216727
a.k.a. Marion Greenway Park
NJDEP Air Monitoring Preferred Identification Number: 11337
MC Proposal No. 17001630P

Dear Ms. Cheng:

On behalf of Maser Consulting P.A. (Maser Consulting), it is my pleasure to submit our proposal to continue landfill operations and monitoring services for the 2019 year and pursuant to the February 27, 2018 Request for Proposal (RFP). Maser Consulting is a multi-discipline civil engineering firm with landfill and solid waste management and regulatory compliance experience.

QUALIFICATIONS AND EXPERIENCE

Maser Consulting has extensive experience with landfill and solid waste management in New Jersey. The Principal-in-Charge will be Robert L. Zelle, P.G., LSRP, Director of Environmental Services at Maser Consulting. Mr. Zelle has over 28 years of private engineering consulting with various landfill projects and has an excellent working relationship with NJDEP Bureau of Landfill and Hazardous Waste Permitting. His first landfill assignment was as a design team member from 1984 through 1986 for the Sussex County Landfill. He has a diversity of post closure compliance monitoring and landfill redevelopment qualifications. His landfill redevelopment experience includes Jersey Gardens Mall, Encap Landfill, Overpeck Landfill, and Bayonne Golf Course. He is currently the principal-in-charge of the Hillsborough Sunnymeade Landfill Redevelopment Project. He is also the plaintiff's expert for Roxbury Township working in concert with Robert M. Confer, NJDEP Bureau Chief of Landfill and Hazardous Waste Permitting in a landfill





redevelopment case. His resume, along with the resume for Don Bowman, P.E., a chemical engineer with over 20 years of landfill and solid waste experience at PSEG, and resume for Ryan Slager, P.E., LSRP, a chemical engineer with over 14 years of engineering and environmental services are included within.

INTRODUCTION

The City of Jersey City has requested this proposal to facilitate certain parts of the Operations and Maintenance Plan (O&M Plan), which was approved by USEPA and NJDEP in September 2012 for 2019 through Q1 of 2020 at the PJP Landfill site located at 400 Sip Avenue/Routes 1&9, Jersey City, NJ 07305.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services is separated into tasks so that it may be more easily reviewed. The order in which the tasks are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

TASK 1.0 MONTHLY SITE INSPECTIONS AND MONTHLY REPORTING

Maser Consulting will perform site inspections on a monthly basis in accordance with the inspections plans detailed in the O&M Plan. The objective is to evaluate the integrity of the engineering and institutional controls on site. Additionally, the condition of the groundwater and gas monitoring wells will be evaluated. Maser Consulting will submit a letter report to the City summarizing the findings of each site inspection event. Additionally, Maser Consulting will provide monthly reports to the City to include details of field events, pertinent data, and invoices.

Task 1.0 - Lump Sum Fee

\$ 48,000.00



TASK 2.0 SEASONAL OR AS-NEEDED LANDSCAPING

Maser Consulting will contract with an experienced remedial/landfill maintenance contractor to perform seasonal and/or as-needed landscaping on site in accordance with Section 4 of the O&M Plan and as detailed in the “2015 Annual Monitoring Report Frag Clearing Plan” which you provided. Each proposed maintenance event will include mowing of the vegetation cover, removal of debris, large weeds, and woody plant species from the cover, and filling of animal burrows. The following cost is based upon providing four (4) rounds of maintenance activities per year at a rate of \$5,000 per event.

Task 2.0 - Lump Sum Fee **\$ 20,000.00**

TASK 3.0 AIR MONITORING ACTIVITIES

To comply with the landfill gas monitoring requirements included in the approved post closure monitoring plan for the PJP Landfill site and to take into consideration the NJDEP suggested protocol for landfill gas testing, the following is proposed:

Four times per year, Maser Consulting will measure a gas sample from each of the eight (8) active gas monitoring wells (GV-50, GV-52, GV-56, GV-71, GV-73, GV-77, GV-79, and GV-80). The air samples will be measured using a GEM 2000 Plus landfill gas monitor. The samples will be measured for methane (CH₄), carbon dioxide (CO₂) and carbon monoxide (CO), static pressure and differential pressure, hydrogen sulfide (H₂S), and percent lower explosive limit (LEL) of CH₄, and mercaptans in accordance with NJDEP guidelines. Results will identify the concentrations of these gases present under the landfill cover, and potentially migrating to the surrounding environment.

In accordance with the NJDEP requirements, gas sampling will be conducted only in the afternoon of days when atmospheric barometric pressure is falling and not rising.

This sampling will include two-hour interval readings of barometric pressure for the 12-hour period to the gas monitoring, one reading 24 hours before the monitoring event, and one reading during the gas monitoring.

If a CH₄ LEL reading is identified at any of the gas monitoring wells, delineation of the gas will subsequently be conducted at 25-foot intervals in three (3) directions around the well. The delineation sampling will be performed until values are 0 percent of the LEL.

Task 3.0 - Lump Sum Fee **\$ 24,000.00**



TASK 4.0 MONITORING WELL SAMPLING, SURFACE WATER AND SEDIMENT SAMPLING

Maser Consulting will collect four (4) rounds groundwater samples from nine (9) existing groundwater monitoring wells (MW-6S, MW-7S, MW-10S, MW-11S, MW-12S, MW-18S, MW-19S, MW-20S, and MW-21S) in accordance with the NJDEP “Field Sampling Procedures Manual” dated August 2005. Additionally, Maser Consulting will collect four (4) rounds of samples from five (5) surface water sample locations and five (5) sediment sample locations (SW-1 through SW-5 and SED-1 through SED-5).

Maser Consulting will provide the necessary chemical laboratory analysis on each groundwater, surface water, and sediment sample. The samples will be transported to an NJDEP-Certified Laboratory for analysis for the analytical parameters of concern. Sediment samples will be analyzed for Mercury, Metals, Semi Volatile Organic Compounds, and Volatile Organic Compounds. Groundwater and surface water samples will be analyzed for Metals, Semi Volatile Organic Compounds, Volatile Organic Compounds, and General Chemistry. Additionally, groundwater samples will be analyzed for perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS) per requirements provided by NJDEP during the 2018 O&M period. Quality assurance sampling consisting of duplicate samples, field blanks, and trip blanks will be implemented to demonstrate the integrity of the decontamination procedures and assess any potential contamination encountered during the handling and shipment of the samples to the laboratory. Chain of custody procedures will be implemented to track the samples.

Maser Consulting will obtain groundwater levels from all monitoring in order to confirm the groundwater flow direction and perform field testing for dissolved oxygen, pH, temperature and specific conductance.

Additionally, free product recovery will continue on a monthly basis at monitoring well MW-12S. It is anticipated that approximately one (1) 55-gallon drum of DNAPL impacted water will be collected annually. The collected free product will be characterized and disposed off-site.

Findings of the groundwater, surface water, and sediment sampling events will be summarized in a letter report to the City. Additionally, this information will be used in the Annual Inspection, Maintenance and Monitoring Report to be submitted to the USEPA and NJDEP.

Task 4.0 - Lump Sum Fee \$105,000.00

TASK 5.0 COORDINATION AND MEETINGS

Maser Consulting will coordinate with the City, USEPA, and NJDEP regarding all aspects of the O&M. this task covers communications, meetings, and site visits.



Additionally, Maser Consulting will coordinate with other owners to include sharing data and collaborating on site.

Task 5.0 – Lump Sum Fee **\$ 7,500.00**

TASK 6.0 ANNUAL PROJECT REPORTING

Maser Consulting will summarize and evaluate the data for each sampling event and analyze all the analytical data to the Annual Inspection, Maintenance and Monitoring Report to be submitted to the USEPA and NJDEP on or before March 31, 2020. The Report will be completed in accordance with USEPA and NJDEP requirements and recommendations.

Task 6.0 - Lump Sum Fee **\$ 10,000.00**

TASK 7.0 LSRP SERVICES

This task will also cover LSRP oversight for the duration of the proposed scope of services. NJDEP fees are not included in the proposal and are the responsibility of the owner. The LSRP oversight replaces the NJDEP oversight fees.

Maser Consulting will also prepare the 2020 Biennial Certification for the Classification Exception Area form on or before January 24, 2020. The form will contain results of the site inspection(s) and investigations, and summary of the regulatory review. We will prepare the required paperwork and submit to NJDEP.

Task 7.0 - Lump Sum Fee **\$ 15,000.00**

Task 8.0 – PROJECT CONTINGENCY BUDGET

A contingency budget is being provided in the event that unforeseen items need to be addressed on site. At this time a budget of 20% is requested which would cover the costs of additional tasks and professional oversight.

Task 8.0 Contingency Fee **20.0%**

TASK 9.0 ADDITIONAL SERVICES

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates previously provided to the City and in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the



client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting P.A. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

Task 9.0 Fee

Hourly

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

TASK 1.0	MONTHLY SITE INSPECTIONS AND REPORTING	\$ 48,000.00
TASK 2.0	SEASONAL OR AS-NEEDED LANDSCAPING	\$ 20,000.00
TASK 3.0	AIR MONITORING ACTIVITIES LANDSCAPING	\$ 24,000.00
TASK 4.0	WELL, SURFACE WATER, AND SEDIMENT SAMPLING	\$105,000.00
TASK 5.0	COORDINATION AND MEETINGS	\$ 7,500.00
TASK 6.0	ANNUAL PROJECT REPORTING	\$ 10,000.00
TASK 7.0	LSRP SERVICES	\$ 15,000.00
	SUBTOTAL	\$229,500.00
TASK 8.0	PROJECT CONTINGENCY BUDGET (20%)	\$ 45,900.00
	PROJECT TOTAL WITH CONTINGENCY	\$275,400.00
TASK 9.0	ADDITIONAL SERVICES	HOURLY

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.



EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;
- Surveying Services;
- Wetland delineation, reports, letter of interpretation and/or permitting applications;
- Geotechnical Services;
- Application fees and escrow deposits to the municipality or to any regulatory review agencies;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished;
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review; and
- Plan revisions occasioned by the City or other project representative's decision.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



Ms. Justina Cheng
MC Proposal No. 17001630P
May 15, 2019
Page 11 of 12

SECTION III – 2019 RATE SCHEDULE

The Schedule of Hourly Rates previously provided to the City and in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting P.A. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.



Ms. Justina Cheng
MC Proposal No. 17001630P
May 15, 2019
Page 12 of 12

SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** The retainer shall be held and applied towards the final invoice. Invoices are due within 30 days. This proposal is valid until June 18, 2019.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'R. Slager'.

Ryan J. Slager, P.E., LSRP
Associate, Environmental Services

A handwritten signature in black ink, appearing to read 'R. Zelle'.

Robert L. Zelle, P.G., LSRP
Senior Principal
Director of Environmental Services

RLZ/tjs
cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

R:\General\Projects\2017\17001630A\Proposals\190514_RLZ_Cheng REV4.docx

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

City Clerk File No. Res. 19-535

Agenda No. 10.52

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH ARCADIS U.S., INC. TO PERFORM A REMEDIAL INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) took possession of the PJP Check Cashing Site (Site) located at 400 Sip Avenue through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites. The Site's environmental condition investigation must be completed prior to being deleted from the NPL; and

WHEREAS, Resolution No. 12-342 approved on April 25, 2012 awarded a professional engineering services contract to Malcolm Pirnie in the amount of One Hundred and Eight Thousand Five Hundred Dollars and Zero Cents (\$108,500.00) for a limited environmental investigation for the City, Project No. 12-009; and

WHEREAS, Resolution No. 15-023 approved on January 14, 2015 awarded a professional engineering services contract to ARCADIS U.S., INC. (ARCADIS) (f.k.a. Malcolm Pirnie) in the amount of Two Hundred Thirty Thousand Nine Hundred and Forty Dollars and Zero Cents (\$230,940.00) for further environmental investigation for the City, Project No. 12-009; and

WHEREAS, Resolution No. 16-202 approved on March 23, 2016 awarded a professional engineering services contract to ARCADIS in the amount of Three Hundred Twenty Three Thousand Dollars and Zero Cents (\$323,000.00) for remedial investigation for the City, Project No. 12-009; and

WHEREAS, ARCADIS has completed and submitted the Remedial Investigation Report (RIR) to the New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA), which now require the City and ARCADIS to address comments to the RIR and perform additional work, including the successive Remedial Action phase and various tasks associated with it; and

WHEREAS, ARCADIS agrees to perform the additional work in accordance with the attached submitted proposal dated May 13, 2019 in the amount of Two Hundred Eighty Two Thousand Six Hundred Dollars (\$282,600.00);

WHEREAS, the term of the agreement shall be extended one (1) additional year from the date of execution; and

WHEREAS, funding in the amount of Two Hundred Eighty Two Thousand Six Hundred Dollars (\$282,600.00) is available for this expenditure from:

Account No. 04-215-55-152-990 Requisition # 0155627 P.O. # 133889 Amount \$282,600.00

JRC:jhc

City Clerk File No. Res. 19-535

Agenda No. 10.52

TITLE: JUN 12 2019

RESOLUTION AUTHORIZING AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH ARCADIS U.S., INC. TO PERFORM A REMEDIAL INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The agreement with ARCADIS is amended to increase the contract by an additional Two Hundred Eighty Two Thousand Six Hundred Dollars (\$282,600.00), and the Mayor or Business Administrator is authorized to execute the agreement amendment attached hereto;
2. The contract be amended as stated in the First Amendment;
3. The term of the agreement shall be extended one (1) additional year from the date of execution;
4. All other terms and conditions of the contract remain in effect;
5. A notice of this Amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of its adoption;

I Elizabeth Castillo (Elizabeth Castillo), as Acting 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. Acct # 04-215-55-152-990, PO # 133889, \$282,600.

JRC:jhc

APPROVED: Jose R. Cunha

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ARB	ENT	
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH ARCADIS U.S., INC. TO PERFORM A REMEDIAL INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@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 be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the PJP Landfill Site from the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites, the City requires the professional services of an environmental and engineering firm to perform a Remedial Investigation on the PJP Check Cashing Site, Project No. 12-009, which is a portion of the greater PJP Landfill Site. ARCADIS has completed and submitted the Remedial Investigation Report (RIR) to the (NJDEP) and United States Environmental Protection Agency (USEPA), which now require the City and ARCADIS to address comments to the RIR and perform additional work including the successive Remedial Action phase and various tasks associated with it.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

04-215-55-152-990: \$282,600.00

Twelve (12) months

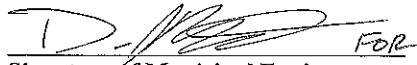
Type of award

If "Other Exception", enter type

Additional Information

The implementation of this resolution amendment will comply with NJDEP requirements and aid in the City's efforts to remove the Site from the NPL.

I certify that all the facts presented herein are accurate.


Signature of Municipal Engineer

6/6/19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 29, 2019
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Jose R. Cunha, Municipal Engineer
SUBJECT: Remedial Investigation for PJP Check Cashing Site
City of Jersey City, Project No. 12-009
First Amendment to Resolution 16-202, Remedial Investigation Contract with Arcadis – U.S., Inc

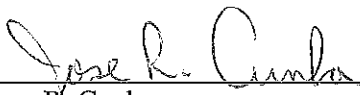
To be in compliance with the current New Jersey Department of Environmental Protection’s (NJDEP) requirements and to remove the PJP Landfill Site from the National Priorities List (NPL) of Superfund, which is the Federal Government’s program to clean up the nation’s uncontrolled hazardous waste sites, the City requires the professional services of an environmental and engineering firm to perform a Remedial Investigation on the PJP Check Cashing Site, Project No. 12-009, which is a portion of the greater PJP Landfill Site. ARCADIS has completed and submitted the Remedial Investigation Report (RIR) to the NJDEP and United States Environmental Protection Agency (USEPA), which now require the City and ARCADIS to address comments to the RIR and perform additional work, including the successive Remedial Action phase and various tasks associated with it.

ARCADIS agrees to perform the additional work in accordance with the attached submitted proposal dated April 17, 2019 in the amount of Two Hundred Eighty Two Thousand Six Hundred Dollars (\$282,600.00);

Following are the sources of funding for this project:

Account No. 04-215-55-152-990 \$282,600.00

Attached for your consideration is the Resolution Amendment authorizing additional remedial work to Arcadis – U.S., Inc. with the amount of Two Hundred Eighty Two Thousand Six Hundred Dollars (\$282,600.00) for the subject project.



Jose R. Cunha
Municipal Engineer

**FIRST AMENDMENT TO A PROFESSIONAL ENGINEERING SERVICES
CONTRACT WITH ARCADIS U.S., INC. TO PERFORM A REMEDIAL
INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT 12-009, FOR THE
DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC
AND TRANSPORTATION**

WHEREAS, the City of Jersey City (City) took possession of the PJP Check Cashing Site (Site) located at 400 Sip Avenue through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the Federal Government's program to clean up the nation's uncontrolled hazardous waste sites. The Site's environmental condition investigation must be completed prior to being deleted from the NPL; and

WHEREAS, Resolution No. 12-342 approved on April 25, 2012 awarded a professional engineering services contract to Malcolm Pirnie in the amount of One Hundred and Eight Thousand Five Hundred Dollars and Zero Cents (\$108,500.00) for a limited environmental investigation for the City, Project No. 12-009; and

WHEREAS, Resolution No. 15-023 approved on January 14, 2015 awarded a professional engineering services contract to ARCADIS U.S., INC. (ARCADIS) (f.k.a. Malcolm Pirnie) in the amount of Two Hundred Thirty Thousand, Nine Hundred and Forty Dollars and Zero Cents (\$230,940.00) for further environmental investigation for the City, Project No. 12-009; and

WHEREAS, Resolution No. 16-202 approved on March 23, 2016 awarded a professional engineering services contract to ARCADIS in the amount of Three Hundred Twenty Three Thousand Dollars and Zero Cents (\$323,000.00) for remedial investigation for the City, Project No. 12-009; and

WHEREAS, ARCADIS has completed and submitted the Remedial Investigation Report (RIR) to the New Jersey Department of Environmental Protection (NJDEP) and United States Environmental Protection Agency (USEPA), which now require the City and ARCADIS to address comments to the RIR and perform additional work, including the successive Remedial Action phase and various tasks associated with it; and

WHEREAS, ARCADIS agrees to perform the additional work in accordance with the attached submitted proposal dated May 13, 2019 in the amount of Two Hundred Eighty Two Thousand Six Hundred Dollars (\$282,600.00);

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The contract with ARCADIS authorized by Resolution No. 16-202 approved on March 23, 2016 is amended to increase the sum by the amount of Two Hundred Eighty Two Thousand Six Hundred Dollars (\$282,600.00) for the performance of the increased scope of work requested by the NJDEP and described in ARCADIS's proposal dated May 13, 2019, which is attached hereto.
2. All other terms, covenants, conditions, rights, and liabilities of the parties as set forth in the Professional Services Agreement with ARCADIS dated May 10, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and ARCADIS, by an authorized representative, have executed this First Amendment to the Agreement and affixed their corporate seal thereto on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

ARCADIS U.S., INC.

BY: _____
Gerard M. Spiesbach
Associate Vice President

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

5/15/2019

Justina Cheng
Environmental Engineer
Division of Engineering, Traffic and Transportation
13-15 Linden Avenue East
Jersey City, New Jersey 07305

Arcadis U.S., Inc.
17-17 Route 208 North
Fair Lawn
New Jersey 07410
Tel 201 797 7400
Fax 201 797 4399
www.arcadis.com

Subject:
PJP Operating Area - JCTruckST+CheckCash+FuelST Portion
Contract Amendment Request and Proposal for Environmental and
Engineering Services
City of Jersey City Project 12-009

Date:
May 13, 2019

Dear Ms. Cheng:

Contact:
Gerard M. Spiesbach

Arcadis, US, Inc. (Arcadis) is pleased to provide this proposal and contract amendment #1 to assist the City of Jersey City (City) perform continued environmental engineering services at the PJP Operating Area (formerly known as Truck Stop and Check Cashing or Siegel Site) Site. The objective of this proposal is to assist the City comply with the United States Environmental Protection Agency (USEPA) and New Jersey Department of Environmental Protection (NJDEP) correspondence dated March 19, 2019 and bring the site to closure under the Site Remediation Reform Act (SRRA), Administrative Requirements for Remediation of Contaminated Sites (ARRCS), and the Technical Requirements for Site Remediation (TRSR).

Phone:
201-797-7400

Email:
Gerry.Spiesbach@arcadis.com

Our ref:
00261152.0002

TECHNICAL SCOPE OF WORK

The Scope of work presented below is based on our understanding of the project and on comments from the NJDEP and USEPA. Our proposed environmental services include:

- Performance of a groundwater monitoring and sampling event,
- Preparation of Site-Wide (PJP Landfill Wide) groundwater contour map
- Complete Site Wide Survey, Subdivision, and Combine Lots for Truck Stop.
- Preparation of Remedial Phase Documents, as follows:
 - Remedial Action Report (RAR),
 - Deed Notice

Justina Cheng
May 13, 2019

- Remedial Action Permit - Soil (RAP-Soil)
- Classification Exception Area (CEA)
- Remedial Action Permit – GW (RAP-GW)
- Response Action Outcome (RAO).

Additionally, should the NJDEP require additional remedial phase investigation or sampling prior to approval of the RAP-Soil, RAP-GW, and RAO, this proposal includes contingency costs for:

- Installation of two additional monitoring wells
- Performance of six additional LNAPL monitoring events (assumed bi-monthly)
- Performance of two additional groundwater monitoring and sampling events

AMENDMENT REQUEST

We currently have approximately \$10,000 remaining in the previous authorization, however, we anticipate that between the preparing the response to comments, meeting with City of Jersey City, and meeting with NJDEP and USEPA on-site next month, the remaining funding will be exhausted. Therefore, we are requesting additional funding under this amendment to comply with the NJDEP requirements and assist the City with the completion of remediation at the site, we are proposing an amendment (increase) to Task 4 (LSRP) under contract (PO#120529) and addition of new tasks to fulfill the obligations under the TRSR. To do so, we are proposing the following:

- Task 4. Licensed Site Remediation Professional Services
- Task 5. (NEW) Groundwater Gauging and Sampling (1 Event)
- Task 6. (NEW) Site Wide Survey, Subdivision, and Combine Lots for Truck Stop
- Task 7. (NEW) Synoptic Site-Wide (PJP Landfill Wide) Groundwater Contour Map
- Task 8. (NEW) Deed Notice & Remedial Action Permit - Soil (RAP-Soil)
- Task 9. (NEW) Classification Exception Area (CEA) & Remedial Action Permit – GW (RAP-GW)
- Task 10. (NEW) Remedial Action Report (RAR),
- Task 11. (NEW) Response Action Outcome (RAO)
- Task 12. (Contingency) Installation of Monitoring Wells (2 wells)
- Task 13. (Contingency) Performance of LNAPL Gauging (6 bi-monthly events)
- Task 14. (Contingency) Performance of GW Gauging and Sampling (2 events)
- Task 15. General Contingency Allocation

Task 4: Licensed Site Remediation Professional

As per the NJDEP instruction and in accordance with the SRRA and ARRCs, the City has retained a Licensed Site Remediation Professional (LSRP). Pending removal of the JCTruckST +CheckCash +FuelST site from the PJP Landfill site definition / designation / listing, all future "Remediation Phase" documents will be submitted to the City's LSRP for review and certification in lieu of submitting to the NJDEP. The LSRP's role on the project includes, but is not limited to:

- Meeting with City Representatives, regulators, and Counsel
- Review and certification of Milestone Documents and NJDEP Forms, as necessary, to confirm compliance with the current NJDEP regulations and guidance documents,

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Justina Cheng
May 13, 2019

- Confirm that field procedures are executed in conformance with the NJDEP.
- NJDEP/EPA Regulatory Interaction and Technical Consultation
- Ensure Appropriate File Management and Records Retention
- Conduct Review of Analytical Data and Assessment of Data Usability
- Respond to NJDEP Inquiries on Milestone Submissions
- Review and refine Investigation and Remediation Strategy based on regulatory changes, as required

Task 5: (NEW) Groundwater Gauging and Sampling

Arcadis, on behalf of the City, recently prepared a Response to Comments (RTC) regarding comments from the NJDEP and USEPA on the October 19, 2018 Remedial Investigation Report (RIR) and Underground Storage Tank (UST) Remedial Action Report (RAR). We anticipate that the NJDEP will require one additional gauging and sampling event to establish a baseline for the CEA and RAP-GW. Additionally, this data will be used to supplement the development of a site-wide (PJP Landfill) groundwater contour map (Task 6 below).

Additionally, As discussed during the site visit and consultation with the NJDEP and USEPA on May 2, 2019, the City of Jersey City will address delineation via off-site data from the adjacent Auto Auction Site (which has an appropriately placed monitoring well and a CEA). The City will coordinate access to the adjacent property to facility collection of data from the off-site well.

This task includes one water level elevation gauging and groundwater sampling event at the nine JCTruckST +CheckCash +FuelST site monitoring wells. Each monitoring well on-site will be gauged for depth to water, depth to product (LNAPL), depth to bottom, and a record kept of well conditions observed. Following synoptic gauging, each monitoring well will be purged and sampled in accordance with the TRSR and FSPM. Samples will be analyzed by a NJ Certified laboratory for analysis of Target Compound List plus 30 (TCL +30) VOCs, SVOC, TAL Metals, and 1,4 Dioxane (where detected previously). Samples will be analyzed on standard turn-around-time.

Task 6: (NEW) Complete Site Wide Survey, Lot Subdivision, and Combine Lots 3 & 4 for Truck Stop.

As requested by City of Jersey City, Arcadis will subcontract a NJ Licensed Surveyor (PLS) to perform an aerial fly-over survey of the site and surrounding PJP landfill as required by NJDEP comment #6 whereas *"Prologis & City of Jersey City can jointly develop a site map showing City of JC Skypark portion (including CheckC + Trucks + FuelS), Prologis portion & JD Trucking Portion with block & lot numbers, topography, environmental features and all sampling locations for all media (gas vents, groundwater, surface water & sediment).*

Additionally, due to the requirement to install a deed notice as institutional control, the CheckC + Trucks + FuelS portion of the site needs to be subdivided from the larger property and then lots 3 and 4 need to be combined into one lot for submission of the deed notice and remedial action permit - soil.

Task 7: (NEW) Synoptic Site-Wide Groundwater Measurements and Contour Mapping

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Justina Cheng
May 13, 2019

Pursuant to NJDEP and USEPA comments in the RIWP and recently provided comments on the RIR/RAR, it was requested that the City conduct a synoptic round of water levels for onsite wells and PJP Landfill Site wells. Arcadis, with assistance from the City, will coordinate one additional synoptic round of water levels. Through a coordinated effort, monitoring wells will be gauged at high tide and low tide and a site-wide groundwater contour map will be generated.

Additionally, pursuant a request from NJDEP in a December 2018 e-mail, the City is required to provide NJDEP with an up-to-date site map showing City of JC Skypark portion (including CheckC + Trucks + FuelS), Prologis portion, & JD Trucking Portion with block & lot numbers, topography, environmental features, and all sampling locations for all media (gas vents, groundwater, surface water & sediment). Arcadis will assist the City with preparation of the required figure.

Task 8: (NEW) Deed Notice & Remedial Action Permit – Soil

In accordance with the conclusions and recommendations in the October 2018 RIR/RAR, Arcadis will prepare an administratively complete Deed Notice and Remedial Action Permit – Soil (RAP-Soil). However, because of both historic fill impacts and site related impacts, Arcadis is proposing the preparation and submittal of two separate Deed Notices and two separate RAP-Soil, as follows:

- Historic Fill Deed Notice and RAP-Soil
- Site Related Release Deed Notice and RAP-Soil

Administratively, the upfront effort is nominal, however, long-term the two permits can be linked by NJDEP and only one bi-ennial remediation protectiveness certification would be required. If the site related releases are remediated in the future to the satisfaction of an LSRP (or NJDEP), then the Deed Notice and RAP for site related release can be terminated and no Remedial Action permit modification would be required for a combined permit.

Both Deed Notice documents would need to be submitted and recorded with the County prior to preparation and submittal of the RAP-Soil. Once recorded, the RAP-Soil documents would be included as attachments to the RAR (Task 9) and then submitted separately to Bureau of Case Assignment and Initial Notice (BCAIN).

In discussions with the LSRP and NJDEP, this is the recommended process for sites where there is historic fill and site related impacts.

Task 9: (NEW) Classification Exception Area & Remedial Action Permit – GW

In accordance with the conclusions and recommendations in the October 2018 RIR/RAR, Arcadis will prepare an administratively complete CEA and Remedial Action Permit – Groundwater (RAP-GW). However, as with the Deed Notice and permits for Soil, because of historic fill impacting GW and site related impacts to GW, Arcadis is proposing the preparation and submittal of two separate CEAs and only one RAP-GW, as follows:

- Historic Fill CEA
- Site Related GW CEA and RAP-GW

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Justina Cheng
May 13, 2019

Administratively, because the State of New Jersey is responsible for the Historic Fill CEA, there is no Remedial Action Permit required, however, because there are site related impacts to GW (benzene and petroleum compounds, LNAPL) a separate CEA and RAP-GW is required. For site related impacts, only one bi-ennial remediation protectiveness certification would be required. If the site related releases are remediated in the future to the satisfaction of an LSRP (or NJDEP), then the CEA and RAP-GW for site related release can be terminated and no Remedial Action permit modification would be required for a combined permit.

Both CEA documents would need to be submitted and approved by NJDEP prior to preparation and submittal of the RAP-GW. Once approved, the RAP-GW for site related impacts would be included as attachment to the RAR (Task 9) and then submitted separately to Bureau of Case Assignment and Initial Notice (BCAIN).

In discussions with the LSRP, this is the preferred process for sites where there is historic fill and site related impacts to GW.

Task 10: (NEW) Remedial Action Report

Following the completion of the work defined above, Arcadis will prepare a Remedial Action Report (RAR) which documents the remedial activities conducted at the site. Because the nature and extent of soil and groundwater impacts have been characterized, the RI is complete, and NJDEP has conditionally approved the RIR/RAR. Remedial action recommendations for the site include engineering (asphalt cap) and institutional controls (Deed Notice) for soil and an institutional control for groundwater (CEA). The Remedial Action Report will comport with associated guidance and format specified in the TRSR. Although included as separate tasks, the RAR cannot be filed until the RAP-Soil and RAP-GW have been filed with the NJDEP and Approved.

Task 11: (NEW) Response Action Outcome

Following the completion of the work defined above, and following submittal and approval of the RAP-Soil, RAP-GW, and RAR, the LSRP will prepare and submit a Limited-Restricted Use Response Action Outcome (RAO) for the site. Ultimately, the LSRP is responsible for submission of an administratively complete RAO for the site and ensuring that remediation has been conducted in conformance with applicable regulations and guidance.

Task 00PM Project Management and Project Administration

This task includes project management and administrative activities such as work coordination with the project team, communications with City of Jersey City, NJDEP, USEPA, staff scheduling, budget tracking, and invoicing. This task also includes labor and expenses for coordination/meetings with NJDEP and USEPA, regulatory review, support, and documentation. Estimated costs associated with project management and administration are included in the table below.

CONTINGENCY TASKS

In anticipation of upcoming meeting with NJDEP and potential for NJDEP comments or requests, Arcadis has included costs for additional investigation and sampling which could aid the City in completing

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remediation at the site. These tasks would be undertaken only if they become required by the regulatory agencies and would be subject to authorization by the City.

Task 12: (Contingency) Installation of Monitoring Wells (2 wells)

To address free and residual product at the site during future remediation efforts, including control and remediation of petroleum product through the groundwater medium as noted in NJDEP comment No. 3, Arcadis has assumed that up to two new monitoring wells would be required. While the exact location of these wells is yet to be determined, we assumed one monitoring well would be installed south of MW-7 between MW-7 and MW-8 and the second monitoring well would be installed south of MW-3.

Task 13: (Contingency) Performance of LNAPL Gauging (6 bi-monthly events)

To address free and residual product at the site during future remediation efforts, including control and remediation of petroleum product through the groundwater medium as noted in NJDEP comment No. 3, Arcadis has assumed that up to six bi-monthly LNAPL gauging events would be required. Only monitoring wells suspected of containing or potentially containing LNAPL would be gauged and include MW-7, MW-8, MW-9, and the two new proposed monitoring wells.

Task 14: (Contingency) GW sampling (2 events)

We anticipate that the NJDEP will require two additional gauging and sampling events to establish a baseline for the CEA and RAP-GW and to document the presence or absence of petroleum impacts in groundwater near areas of elevated EPH in soil.

SUMMARY OF PROPOSED SERVICES

The value of this contract amendment, including contingency costs, is approximately \$282,600 with total contract value not to exceed \$605,600 (as detailed below). To assist the City with the PJP JCTruckST+CheckCash+FuelST Project, including addressing the current comments from NJDEP, we propose to perform this work on a fixed hourly rate basis in accordance with our previously approved hourly rates for this ongoing contract, enclosed for your convenience. Services will be invoiced in accordance with our attached existing hourly rate schedule for the City. A breakdown of the proposed services is as follows and are subject to change based on actual site conditions and findings.

Scope of Services	Approved Cost	2019 Amendment
Task 1. Develop a Remedial Investigation Work Plan	\$20,000	\$0
Task 2. Conduct the Remedial Investigation	\$193,000	\$0
Task 3. Prepare a Remedial Investigation Report and Remedial Action Work Plan	\$90,000	\$0
Task 4. Licensed Site Remediation Professional Services	\$20,000	\$11,000
Task 5. (NEW) Groundwater Gauging and Sampling (1 Event)	\$0	\$30,000
Task 6. (NEW) Site Wide Survey, Subdivision, and Combine Lots for Truck Stop	\$0	\$40,000

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Justina Cheng
 May 13, 2019

Task 7. (NEW) Synoptic Site-Wide (PJP Landfill Wide) Groundwater Contour Map	\$0	\$8,000
Task 8. (NEW) Deed Notice & Remedial Action Permit - Soil (RAP-Soil)	\$0	\$23,000
Task 9. (NEW) Classification Exception Area (CEA) & Remedial Action Permit – GW (RAP-GW)	\$0	\$18,000
Task 10. (NEW) Remedial Action Report (RAR)	\$0	\$30,000
Task 11. (NEW) Response Action Outcome (RAO)	\$0	\$5,500
Task 00PM. Project Management and Administration	\$0	\$10,000
Task 12. (Contingency) Installation of Monitoring Wells (2 wells)	\$0	\$20,000
Task 13. (Contingency) Performance of LNAPL Gauging (6 bi-monthly events)	\$0	\$8,000
Task 14. (Contingency) Performance of GW Gauging and Sampling (2 events)	\$0	\$32,000
Task 15. General Contingency Allocation	\$0	\$47,100
Sub Total of Contract	\$323,000	\$175,500
Total Contingency		\$107,100
Total Amendment with Contingency		\$282,600
Total Contract with Amendment & Contingency		\$605,600

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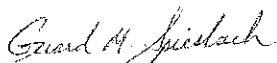
Justina Cheng
May 13, 2019

Please note, as in all our contracts with the City, the City will only be invoiced for the actual time and materials incurred and subcontractors' costs such as laboratory analysis provided, geophysical, surveyor, or drilling services. Of importance to note, due to the groundwater analytical parameters requested by NJDEP (Full TCL/TAL +30, 1,4-Dioxane), GW analytical costs account for almost 60% of the costs for a single event. Our requested scope of services reflects our current estimate of the level of effort required based upon the information available to us at this time.

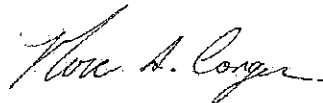
Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Arcadis U.S., Inc.



Gerard M. Spiesbach
Associate Vice President



Marc A Conger
Project Manager

Copies:

Itza Wilson, Joe Cunha, and Brian Weller, City of Jersey City

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

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Page:

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Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2014 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

<u>Classification</u>		<u>Hourly Rate</u>
Technician 1	(Grade 1)	\$59 hr
Technician 2	(Grade 2)	\$72 hr
Technician 3	(Grade 3)	\$80 hr
Technician 4	(Grade 4)	\$110 hr
Technician 5	(Grade 5)	\$114 hr
Technician 6	(Grade 6)	\$132hr
Technician 7	(Grade 7)	\$158 hr
Technician 8	(Grade 8)	\$180hr
Sr. Project Engineer/Scientist/Architect 1	(Grade 5)	\$106 hr
Sr. Project Engineer/Scientist/Architect 2	(Grade 5)	\$120 hr
Sr. Project Engineer/Scientist/Architect 3	(Grade 6)	\$128 hr
Sr. Project Engineer/Scientist/Architect 4	(Grade 7)	\$136 hr
Sr. Project Engineer/Scientist/Architect 5	(Grade 8)	\$164 hr
Sr. Project Engineer/Scientist/Architect 6	(Grade 9)	\$192 hr
Associate	(Grade 10)	\$222 hr
Senior Associate	(Grade 11)	\$240 hr
Officer	(Grade 12)	\$258 hr

Overtime: No overtime premium is charged for project work outside of normal working hours.

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.61 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting – a schedule of monthly web hosting rates is available for client access web sites

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

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

City Clerk File No. _____ Res. 19-536 _____

Agenda No. _____ 10.53 _____

Approved: _____ JUN 13 2019 _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS – U.S., INC. IN CONNECTION WITH ENVIRONMENTAL CONSULTING AT 13-15 LINDEN AVENUE, THE MUNICIPAL SERVICES CENTER, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City has on-going environmental concerns at the Municipal Services Complex (MSC) at 13-15 Linden Avenue East; and

WHEREAS, Arcadis – U.S., Inc (f.k.a. Malcolm Pirnie) (Arcadis) has provided Licensed Site Remediation Professional (LSRP) Services and other support for the City at the MSC since 2011; and

WHEREAS, the United States Environmental Protection Agency (USEPA) has reviewed Arcadis's submissions on behalf of the City and has issued comments requiring additional work; and

WHEREAS, the scope of work includes monitoring well installation, engineering control and sample details, Human Health Risk Assessment (HRA) and other deliverables; and

WHEREAS, the Director of Engineering has determined and certified in writing that the value of the contract with the above scope will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay to Play Law); and

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

WHEREAS, Arcadis submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, Arcadis has submitted the attached proposal to the City for this work, dated May 13, 2019 in the amount of One Hundred Ninety Five Thousand One Hundred Dollars (\$195,100.00); and

WHEREAS, funding in the amount of One Hundred Ninety Five Thousand One Hundred Dollars (\$195,100.00) is available for this expenditure from:

Account # 04-215-55-152-990 Requisition #0188826 P.O. #133888 Amount \$195,100.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 19-536

Agenda No. 10.53

TITLE: JUN 13 2019

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS – U.S., INC. IN CONNECTION WITH ENVIRONMENTAL CONSULTING AT 13-15 LINDEN AVENUE, THE MUNICIPAL SERVICES CENTER, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Arcadis – U.S., Inc., to provide environmental engineering services for a total contract amount not to exceed One Hundred Ninety Five Thousand One Hundred Dollars (\$195,100.00);
2. The term of the contract shall be twelve (12) months effective upon the execution of the Contract by City Officials;
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
5. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City’s Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
7. The award of this contract shall be subject to the condition that Arcadis 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 _____ (Elizabeth Castillo), as Acting 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. Acct # 04-215-55-990, PO#133888, \$195,100.

JRC:jhc

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											6.12.19
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	ABSTAIN		

✓ 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 PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS - U.S., INC. IN CONNECTION WITH ENVIRONMENTAL CONSULTING AT 13-15 LINDEN AVENUE, THE MUNICIPAL SERVICES CENTER, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@jcnj.org

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

Contract Purpose

In regards to the on-going environmental concerns at the Jersey City Municipal Services Complex, the United States Environmental Protection Agency (USEPA) has issued comments requiring additional work, including monitoring well installation, engineering control and sample details, Human Health Risk Assessment (HRA) and other deliverables. The City must conduct this work under Licensed Site Remediation Professional (LSRP) oversight to satisfy USEPA in the remediation of the Site.

Cost (Identify all sources and amounts)

04-215-55-152-990: \$195,100.00

Contract term (include all proposed renewals)

Twelve (12) months

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

 FOR
Signature of Municipal Engineer

6/6/19
Date



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



Municipal Services Complex
 13-15 Linden Avenue East | Jersey City, NJ 07305
 Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470

STEVEN M. FULOP
 MAYOR OF JERSEY CITY

BRIAN D. PLATT
 BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 29, 2019
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Jose R. Cunha, Municipal Engineer
SUBJECT: LSRP Services for the Municipal Services Complex
 City of Jersey City
 Resolution to Award Professional Services Agreement with Arcadis – U.S., Inc.

The City of Jersey City has on-going environmental concerns at the Municipal Services Complex (MSC) at 13-15 Linden Avenue East. Arcadis – U.S., Inc (f.k.a. Malcolm Pirnie) has provided Licensed Site Remediation Professional (LSRP) Services and other support for the City at the MSC since 2011. The United States Environmental Protection Agency (USEPA) has reviewed Arcadis’s submissions on behalf of the City and has issued comments requiring additional work, the scope of which includes monitoring well installation, engineering control and sample details, Human Health Risk Assessment (HRA) and other deliverables.

Arcadis has submitted the attached proposal to the City for this work, dated May 13, 2019 in the amount of One Hundred Ninety Five Thousand One Hundred Dollars (\$195,100.00).

Following are the sources of funding for this project:

Account No. <u>04-215-55-152-990</u>	\$195,100.00
--------------------------------------	--------------

Attached for your consideration is the Resolution authorizing a Professional Services Agreement with Arcadis – U.S., Inc. in the amount of One Hundred Ninety Five Thousand One Hundred Dollars (\$195,100.00) for the subject project.

Jose R. Cunha

 Jose R. Cunha
 Municipal Engineer

AGREEMENT

Agreement made this _____ day of _____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey (“CITY”) and Arcadis – U.S., Inc, 17-17 Route 208 North, Fair Lawn, NJ 07410, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City has on-going environmental concerns at the Municipal Services Complex (MSC) at 13-15 Linden Avenue East; and

WHEREAS, Arcadis – U.S., Inc (f.k.a. Malcolm Pirnie) has provided Licensed Site Remediation Professional (LSRP) Services and other support for the City at the MSC since 2011; and

WHEREAS, the United States Environmental Protection Agency (USEPA) has reviewed Arcadis’s submissions on behalf of the City and has issued comments requiring additional work; and

WHEREAS, the scope of work includes monitoring well installation, engineering control and sample details, Human Health Risk Assessment (HRRRA) and other deliverables; and

WHEREAS, Arcadis has submitted the attached proposal to the City for this work, dated May 13, 2019 in the amount of One Hundred Ninety Five Thousand One Hundred Dollars (\$195,100.00); and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with services to provide LSRP Services for the Jersey City Municipal Services Complex.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated May 13, 2019 which are attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any

modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated May 13, 2019 in the amount of One Hundred Ninety Five Thousand One Hundred Dollars (\$195,100.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in

the attached proposal prepared by CONSULTANT. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Agreement.

A. Commercial General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT with NJ statutory limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.

D. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 18-015-E.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution should be kept in force until at least one (1) year after completion of this Agreement.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such

architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. **Termination:** CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice,

including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).
2. This Agreement shall also not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).
3. CONSULTANT 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:

- 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 AA 302) 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.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death

resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

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

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business

competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

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

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

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

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

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

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

ARCADIS – U.S., INC.

BY: _____
[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

5/15/2019

Justina Cheng
Environmental Engineer
Division of Engineering, Traffic and Transportation
13-15 Linden Avenue East
Jersey City, New Jersey 07305

ARCADIS U.S., Inc.
17-17 Route 208 North
Fair Lawn
New Jersey 07410
Tel 201 797 7400
Fax 201 797 4399
www.arcadis-us.com

Subject:
Contract Amendment - Environmental & Engineering Services
Jersey City Municipal Service Complex (JCMSC)
13-15 Linden Avenue
P.O. Nos: 104777 & 114717

WATER

Date:
May 13, 2019

Dear Ms. Wilson:

Contact:
Gerard Spiesbach

Arcadis US, Inc. (Arcadis) has prepared this request for an amendment to our existing contract for ongoing environmental, engineering, and technical assistance to the City of Jersey City (City) Law Department and Division of Architecture and Engineering for the Jersey City Municipal Service Complex (JCMSC) site. Specifically, this contract amendment is needed to address recent United States Environmental Protection Agency (USEPA) comments and request for more information related to and regarding the USEPA's review of the October 30, 2017 Response to USEPA Comments Regarding the July 11, 2016 Risk-Based Disposal Approval Request.

Phone:
201-797-7400

Email:
Gerry.Spiesbach@arcadis.com

Our ref:
00261146.0001

USEPA COMMENTS

Following submission of the October 30, 2017 Response to USEPA Comments, Arcadis initiated discussions about the USEPA review of those responses in June 2018 and attendance of a meeting with USEPA Dr. James Haklar on July 6, 2018. During the July 6, 2018 meeting, the Dr. Haklar indicated that comments were forthcoming, however, comments were not received until October 18, 2018 (by e-mail from Dr. Haklar) with follow-up response/questions answered by e-mail on February 19, 2019. The technical scope of work discussed below is solely based on the comments received from the USEPA.

TECHNICAL SCOPE OF WORK

The Scope of work presented below is based on comments from the USEPA and subsequent requests for further information.

Imagine the result

Task 0001 – Monitoring Well Installation and Sampling

One additional permanent monitoring well should be installed in the location of the ASR (and screened within the ASR) with the highest residual PCB concentration (located near the property line). According to the July 11, 2016 Risk-Based Disposal Approval Request, the highest residual PCB concentration was detected in soil boring SB-11 at a depth of 10.5-11.0 feet below ground surface (bgs) with a concentration of 186 mg/kg total PCB¹. As requested by the USEPA, the monitoring well will be installed such that the well is screened in the ASR. The monitoring well will be installed by a New Jersey Licensed driller using convention drilling methods (hollow stem auger). Once installation is complete, the well will be developed by the driller to a clear discharge and surveyed by a NJ Licensed Surveyor.

Two weeks following installation and development, a site-wide groundwater monitoring and sampling event will be conducted. Prior to sampling, a synoptic round of groundwater elevation measurements will be collected and used to determine groundwater flow potential in the shallow aquifer. Following synoptic water levels, each monitoring well associated with the site will be purged and sampled using Low Flow Purge and Sample (LFPS) methods (e.g bladder pump and field parameter monitoring). Both filtered and unfiltered samples will be collected in accordance with associated guidance and analyzed for Total PCB's by a NJ certified laboratory (Alpha Analytical).

In accordance with February 19, 2019 comments from USEPA, we are proposing that one groundwater sampling event be conducted; however, based on the results of the groundwater sampling, more than one groundwater sampling event may be required. Arcadis has provided contingency costs for a second groundwater sampling event, with the understanding that the costs could increase if additional events are required.

Investigation derived waste (drill cuttings and purge water) will be containerized in 55-gallon DOT approved drums and will be disposed in accordance with the USEPA rules regarding PCB Bulk Product Waste/Remediation Waste disposal at a properly regulated facility. Arcadis is working with Heritage Environmental on transportation and disposal options. Estimated costs associated with installation of one additional

¹ Note: the second highest concentration of PCBs was detected in soil boring SB-19 at a depth of 6.5-7.0 feet bgs with a concentration of 119 mg/kg total PCB

well and collection of groundwater samples from site wide monitoring wells are included in the table below.

Task 0002 – Engineering Control Details

The USEPA is requesting additional information regarding the types and extent of the engineering control (caps) installed across the site. Arcadis will prepare a detailed summary of the engineering control details for submission to the USEPA. Estimated costs associated with providing additional details to USEPA are included in the table below.

Task 0003 – Sample Details

The USEPA is requesting additional information regarding the analysis dates for all samples referenced in the July 11, 2016 Risk-Based Disposal Approval Request. Arcadis will prepare a detailed summary of the sample analysis dates for submission to the USEPA. Estimated costs associated with providing additional details to USEPA are included in the table below.

Task 0004 - Draft Human Health Risk Assessment (HHRA)

In accordance with responses from the USEPA, the discussion related to the HHRA and associated comments from 2017 was delayed until such time that USEPA was prepared to resolve and discuss outstanding comments. We believe that we have adequately demonstrated that the presence of PCB's beneath the engineering controls on-site do not pose a risk to human health and that we have addressed the USEPA's comments and requests for more information. However, neither Arcadis nor the City of Jersey City has received responses from the USEPA risk assessor related to the October 30, 2017 Response to USEPA Comments.

Based on recent comments from Dr. Haklar, USEPA has requested that Arcadis' risk assessor discuss the HHRA with the USEPA risk assessor. At this time, we can only hypothesize what the results of that discussion will lead to with regards to the HHRA. While we are resolute that no additional sample collection or analysis is required related to the HHRA submitted, additional reporting and or revisions to the existing HHRA may be required which addressed those comments from USEPA and our responses, or any future comments from the USEPA.

Our anticipated costs for this task include coordination with the USEPA risk assessor to understand what is needed to complete to finalize the HHRA. Ultimately, USEPA risk assessor approval of the HHRA is required for the USEPA to approve the Risk Based Disposal Application.

Task 0005 – Final RBDA, HHRA, and RAR Deliverables

Following collection of additional groundwater data and assembly of the information requested by USEPA, the City will need to prepare and submit a revised Risk Based Disposal Approval request with supporting HHRA, which incorporates and addresses comments and discussions with USEPA.

Task 0005A – RBDA: Comments and information requests associated with the Risk Based Disposal Approval document are less comprehensive and assuming the information collected as part of this proposal is acceptable to USEPA, the Risk Based Disposal Approval document can be revised quickly. Estimated costs associated with the RBDA document and revisions are included in the table below.

Task 0005B – HHRA: The costs to revise the HHRA is difficult to estimate until we have a better understanding of what USEPA will require to approve the submittal (under Task 0004). However, the City of Jersey City should reserve “contingency” funding of up to \$50,000 for revisions and resubmission of the HHRA to address existing and potential future comments, with the understanding that the costs could increase.

Task 0005C – NJDEP RAR: Ultimately, following USEPA approval of both the HHRA and RBDA, a Remedial Action Report (RAR) will need to be prepared and submitted which document that the remediation performed at the site comports with NJDEP rules and requirements. This task also includes preparation of the Deed Notice and its recording at the County Tax Assessor, and preparation of the associated Remedial Action Permit Applications (soil and groundwater). Once approved by the NJDEP, the RAR will be finalized to include the approved Remedial Action Permits and inspection and monitoring schedule required by the USEPA and NJDEP. The RAR will be reviewed by the LSRP and submitted to the NJDEP under the LSRP program with associated forms and certifications. Estimated costs associated with the Deed Notice, Remedial Action Permit Applications, and RAR documents are included in the table below.

Task 0006 Licensed Site Remediation Professional Services

Although the focus of the work on-site is the Risk Based Disposal Application and HHRA associated with ASR, the site and associated remediation was being conducted under the provision of the NJDEP Site Remediation Reform Act (SRRA), Administrative Requirements for Remediation of Contaminated Site (ARRCS), and the Technical Requirements for Site Remediation (TRSR). Under the provision of SRRA and ARRCS, additional coordination and discussion with the LSRP is required. Please note that LSRP services include meeting with regulators, reviewing

submittals and reports, responding to comments from USEPA, NJDEP, and City of Jersey City, maintaining project documentation, site visits, and providing professional judgement related to sampling activities and final remedy approval and discussion with NJDEP and USEPA. Estimated costs associated with LSRP are included in the table below.

Task 0007 Project Management and Project Administration

This task includes project management and administrative activities such as work coordination with the project team, communications with City of Jersey City, NJDEP, USEPA, staff scheduling, budget tracking, and invoicing. This task also includes labor and expenses for coordination/meetings with NJDEP and USEPA, regulatory review, support, and documentation. Estimated costs associated with project management and administration are included in the table below.

SUMMARY OF PROPOSED SERVICES

We propose to perform this work on a fixed hourly rate basis, not to exceed \$195,100 (including contingency as detailed below) to assist the City with the JCMSC Project. A copy of our previously approved hourly rates for this ongoing contract is attached for your convenience. Services will be invoiced in accordance with our attached existing hourly rate schedule for the City. A breakdown of the proposed services is as follows and are subject to change based on actual site conditions and findings.

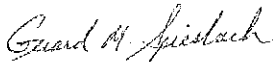
Scope of Services	Amendment
<i>Task 1. Monitoring Well Installation</i>	\$21,200
<i>Task 1A – Groundwater Sampling (Event 1)</i>	\$3,700
<i>Task 1B – Groundwater Sampling (Event 2) (Contingency)</i>	(\$3,700)
<i>Task 2. Engineering Control Details</i>	\$4,600
<i>Task 3. Sample Details</i>	\$5,400
<i>Task 4. Human Health Risk Assessment (HRA) Coordination</i>	\$13,000
<i>Task 5. Final RBDA, HHRA, and RAR Deliverables</i>	
<i>Task 5A – Revised Risk Based Disposal Application</i>	\$15,000
<i>Task 5B – Revised Human Health Risk Assessment (Contingency)</i>	(\$50,000)
<i>Task 5C – Remedial Action Report</i>	\$30,000
<i>Task 6. Licensed Site Remediation Professional Services</i>	\$6,000
<i>Task 7. Project Management and Administration</i>	\$10,000
<i>Task 8. General Contingency Allocation</i>	\$32,500

Ms. Justina Cheng
May 13, 2019

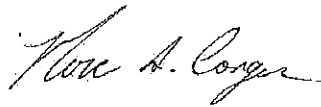
Scope of Services	Amendment
Total	\$141,400
Total with Contingency (2 nd GW Sample Event)	\$145,100
Total with HHRA Contingency and 2 nd GW Sample Event	\$195,100

Please note, as in all our contracts with the City, the City will only be invoiced for the actual time and materials incurred. Our requested scope of services reflects our current estimate of the level of effort required based upon the information available to us at this time. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,



Gerard M. Spiesbach
Associate Vice President



Marc A Conger
Project Manager

Copies:

Itza Wilson, Joe Cunha, and Brian Weller, City of Jersey City

Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2014 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

<u>Classification</u>		<u>Hourly Rate</u>
Technician 1	(Grade 1)	\$59 hr
Technician 2	(Grade 2)	\$72 hr
Technician 3	(Grade 3)	\$80 hr
Technician 4	(Grade 4)	\$110 hr
Technician 5	(Grade 5)	\$114 hr
Technician 6	(Grade 6)	\$132hr
Technician 7	(Grade 7)	\$158 hr
Technician 8	(Grade 8)	\$180hr
Sr. Project Engineer/Scientist/Architect 1	(Grade 5)	\$106 hr
Sr. Project Engineer/Scientist/Architect 2	(Grade 5)	\$120 hr
Sr. Project Engineer/Scientist/Architect 3	(Grade 6)	\$128 hr
Sr. Project Engineer/Scientist/Architect 4	(Grade 7)	\$136 hr
Sr. Project Engineer/Scientist/Architect 5	(Grade 8)	\$164 hr
Sr. Project Engineer/Scientist/Architect 6	(Grade 9)	\$192 hr
Associate	(Grade 10)	\$222 hr
Senior Associate	(Grade 11)	\$240 hr
Officer	(Grade 12)	\$258 hr

Overtime: No overtime premium is charged for project work outside of normal working hours.

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.61 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting – a schedule of monthly web hosting rates is available for client access web sites

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

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

City Clerk File No. Res. 19-537

Agenda No. 10-54

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO RAN ORON DESIGN CORP. D/B/A ROART TO PREPARE AN EXISTING CONDITIONS PLAN AND CONCEPT PLAN FOR THE CITY HALL FOURTH FLOOR, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, City Hall located at 280 Grove Street sustained damage to the lower level as a result of Superstorm Sandy; and

WHEREAS, the City of Jersey City (City) is interested in the potential conversion of the existing, vacant fourth floor of City Hall into approximately 20,000 SF of office space; and

WHEREAS, the City will require an existing conditions plan and concept plan in order to prepare a Request for Proposals for architectural design services; and

WHEREAS, the Director of Engineering has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay to Play Law); and

WHEREAS, Ran Oron Design Corp. d/b/a/ ROART 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, Ran Oron Design Corp. d/b/a/ ROART has completed and submitted a Business Entity Disclosure Certification which certified that Ran Oron Design Corp. d/b/a/ ROART 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 Ran Oron Design Corp. d/b/a/ ROART from making any reportable contributions during the term of the contract; and

WHEREAS, Ran Oron Design Corp. d/b/a/ ROART submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, Ran Oron Design Corp. d/b/a/ ROART submitted the attached proposal dated May 22, 2019 in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00); and

WHEREAS, funding in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00) is available for this expenditure from:

Account # 04-215-55-116-990 Requisition # 188803 P.O. # 133892 Amount \$18,000.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

JRC:djb

City Clerk File No. Res. 19-537

Agenda No. 10.54

TITLE: JUN 12 2019

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO RAN ORON DESIGN CORP. D/B/A ROART TO PREPARE AN EXISTING CONDITIONS PLAN AND CONCEPT PLAN FOR THE CITY HALL FOURTH FLOOR, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Ran Oron Design Corp. d/b/a/ ROART, to provide professional architectural services for a total contract amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00);
2. The term of the contract shall be twelve (12) months effective upon the execution of the Contract by City Officials;
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
6. The award of this contract shall be subject to the condition that Ran Oron Design Corp. d/b/a/ ROART 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 Elizabeth Castello (Elizabeth Castillo), as Acting 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. AG# 04-215-55-116-990, PD#133892, \$18,000.

JRC:djb
APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6.12.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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.

Roblando 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 PROFESSIONAL SERVICES CONTRACT TO RAN ORON DESIGN CORP. D/B/A ROART TO PREPARE AN EXISTING CONDITIONS PLAN AND CONCEPT PLAN FOR THE CITY HALL FOURTH FLOOR, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Joe Cunha	Chief Engineer
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 award a Professional Services Contract to Ran Oron Design Corp. d/b/a/ ROART to prepare an existing conditions plan and concept plan for the renovation to City Hall's fourth floor. The deliverables from this contract will be used in the preparation of a Request for Proposals to architecture firms to provide fees for final architectural design services to renovate the fourth floor and bring City Hall into code compliance.

Cost (Identify all sources and amounts)

04-215-55-16-990: \$18,000.00

Contract term (include all proposed renewals)


Twelve (12) months

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Division Director

6/6/19
Date

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: May 30, 2019
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Jose R. Cunha, Director of Engineering, Traffic and Transportation
SUBJECT: **City Hall Fourth Floor Existing Conditions and Concept Plans**
City of Jersey City
Project No. 18-015-E
Resolution to Award Professional Services Agreement with ROART

The purpose of this resolution is to award a Professional Services Contract to Ran Oron Design Corp. d/b/a/ROART to prepare an existing conditions plan and concept plan for the renovation to City Hall's fourth floor. The deliverables from this contract will be used in the preparation of a Request for Proposals to architecture firms to provide fees for final architectural design services to renovate the fourth floor and bring City Hall into code compliance.

Following are the sources of funding for this project:

- | | |
|---|-------------|
| 1. Account No. <u>04-215-55-116-990</u> | \$18,000.00 |
|---|-------------|

Attached for your consideration is the Resolution authorizing the Professional Services Agreement to ROART in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00) for the subject project.



FOR
Jose R. Cunha, P.E., C.M.E.
Director of Engineering, Traffic and Transportation

G:\AMP MUNICIPAL PROJECTS\PROJECT by NUMBERS\18-015-E City Hall FEMA Cost Estimate\1. Project Coordination & Correspondence\Award Resolution Documents\2019 ROART Existing Cond-Concept Award Docs\20190530 PS ROART Ex Cond-Concept Ltr to Council FINAL.docx

AGREEMENT

Agreement made this _____ day of _____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and Ran Oron Design Corp. d/b/a/ ROART ("ROART"), 150 W 28TH STREET, SUITE 1702, NEW YORK, NY 10001, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (City), City Hall located at 280 Grove Street sustained damage to the lower level as a result of Superstorm Sandy; and

WHEREAS, the City is interested in the potential conversion of the existing, vacant fourth floor into approximately 20,000 SF of office space; and

WHEREAS, the City will require an existing conditions plan and concept plan in order to prepare a Request for Proposals for architectural design services; and

WHEREAS, ROART submitted the attached proposal dated May 22, 2019⁹ in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00); and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with Professional Services at the Jersey City – City Hall, 280 Grove Street, Project No. 18-015-E.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated May 22, 2019 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.
2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this Agreement by City officials.
3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are

reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated May 22, 2019 in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Agreement.

A. Commercial General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT with NJ statutory

limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.

D. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number -- Project No. 18-015-E.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution should be kept in force until at least one (1) year after completion of this Agreement.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Indemnity

1. CONSULTANT shall indemnify and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

ARTICLE VIII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE IX

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE X

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE XI

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XII

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT 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:

- 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 AA 302) 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.

ARTICLE XIII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIV

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XV

Entire Agreement

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

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XVI

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

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

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

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

ARTICLE XVII

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT, its subsidiaries, assigns or principals

make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVIII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

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

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

ROART

BY: _____
[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

5/30/2019

ROART

May 22, 2019

Mr. Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P.
Director of Engineering
Division of Engineering, Traffic & Transportation
Department of Administration
City of Jersey City Municipal Services Complex
13-15 Linden Avenue East
Jersey City, NJ 07305

CC:

Mr. Frank Cunha III, AIA, NCARB
FC3 Architecture + Design LLC

Proposal for Research and Presentation of Preliminary Concepts for the Renovation of the 4th Floor of Jersey City City Hall at 280 Grove Street, Jersey City, 07302.

Dear Mr. Cunha,

Ran Oron Design Corp. d/b/a ROART is please to submit our proposal for research and presentation of preliminary concepts for the renovation of the 4th floor of Jersey City City Hall at 280 Grove Street, Jersey City.

Following our meeting and site visits we will perform the following tasks as part of a preliminary design phase:

- Measure and document the existing conditions of the fourth floor, roof and the central staircase.
- Create a set of AutoCAD/ Revit drawings of the existing conditions. The complete set of the drawings will be available for the client for future use.
- In coordination with FC3 Architecture + Design review with owner projected space needs, aesthetic directions and programmatic considerations.
- Based on the above and in coordination with your team develop a presentation which will be presented to the Mayor of Jersey City and members of the Department of Administration.

- Presentation will be presented both as a book and in digital form. Presentation will include explanation of our thought process, diagrams of the proposed design, at least three renderings showing the essence of the design intent, inspiration and goals.

Fees and Payment Schedule

Our services will be performed for the lump sum fee of \$15,000.
Additional \$3,000 should be budgeted for work beyond our original scope of work.

Payment Schedule:

\$7,500 - to be paid upon accepting our proposal.
\$7,500 - upon completion of work.

Fees are due upon receipt.

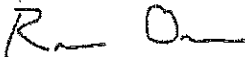
If additional services, due to a different scope of work will be required, we will identify them to you in writing and proceed upon your approval.

Reimbursable Expenses

Reimbursable expenses, will be invoiced at cost, and include all out-of-pocket expenses incurred in connection with the project, including but not limited to travel to the site, reproduction, computer plotting, facsimile, postage, overnight mail, messengers, sample mock-up, renderings and photography.

If the above outline of scope, schedule and fees meets your understanding of the project, please return one fully executed copy of the proposal. We will commence work upon receipt of the signed proposal and the first payment.

Sincerely,



Ran Oron
ROART

Jose R. Cunha
Jersey City Department of Administration

**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	Mira Frinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
RAN M ORON	555 W. 59TH ST APT 199 NY NY 10019
MICHAEL OROON	555 W. 59TH ST APT 323 NY NY 10019

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: RAN ORON Design DBA ROART
 Signature of Affiant: [Signature] Title: OWNER
 Printed Name of Affiant: RAN ORON Date: 5/23/2019

Subscribed and sworn before me this 28 day of MAY, 2019

[Signature]
(Witnessed or attested by)

My Commission expires: 07-23-2020

DON ANTONIO R LETANG (Seal)
 Notary Public - State of New York
 NO. 01LE6265051
 Qualified in Kings County
 My Commission Expires Jul 23, 2020

**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 RAN ORAN DESIGN DBA ROART (name of business entity) has not made any reportable contributions in the **one-year period preceding MAY 23, 2019 (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 RAN ORAN DESIGN DBA ROART (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: Ran Oran Design DBA ROART

Signed: R.O. Title: Owner

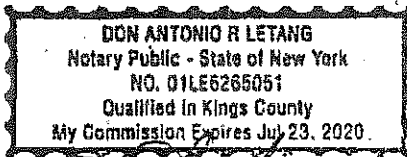
Print Name: Ran Oran Date: 5/23/2019

Subscribed and sworn before me
this 28 day of MAY, 2019

My Commission expires: 07-23-2020

(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.

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): RAN ORSH OWNER

Representative's Signature: R. O

Name of Company: RAN ORSH DESIGN DBA ROART

Tel. No.: 212.925.7267

Date: 5/23/2019

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

The contractor and the OWNER of ^{RAN ORSH DESIGN} DBA ROBERT, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during its 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: RAN ORSH OWNER
Representative's Signature: R. O
Name of Company: RAN ORSH DESIGN DBA ROBERT
Tel. No.: 212.925.7767 Date: 5/23/2019

**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 : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

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

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

Business Name: _____

Address: _____

Telephone No. : _____

Contact Name: _____

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RAN ORON DESIGN CORP

Trade Name:

Address: 150 W 28TH ST STE 1702
NEW YORK, NY 10001

Certificate Number: 2255089

Effective Date: July 24, 2018

Date of Issuance: May 23, 2019

For Office Use Only:

20190523130943932

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

I certify that I am Ran Oron
of the firm of Ran Oron Design Corp. DBA ROART

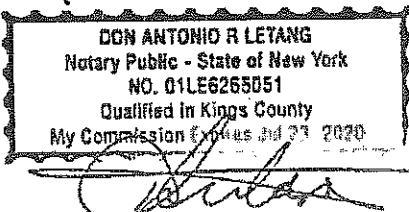
the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding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

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

(Signature of respondent) R. O.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 20th MAY OF 20 19.
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 . 20



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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:

Organization Address:

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
RAN ORON	555 W. 53TH ST. APT. 198 NY NY 10019
MICHAEL BEZNER	555 W. 53TH ST. APT. 238 NY NY 10019

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	RON MORAN	Title:	OWNER
Signature:	<i>R. O.</i>	Date:	5/25/2019

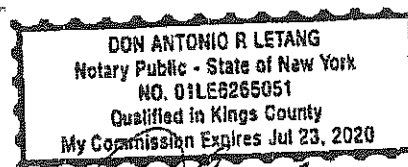
SIGNATURE: *R. O.*

TITLE: OWNER

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 28th MAY OF 20 19.

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 20



[Handwritten Signature]

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

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

City Clerk File No. Res. 19-538

Agenda No. 10.55

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FC3 ARCHITECTURE + DESIGN LLC TO ACT AS THE OWNER'S REPRESENTATIVE FOR THE RENOVATION OF THE CITY HALL FOURTH FLOOR, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

WHEREAS, City Hall located at 280 Grove Street sustained damage to the lower level as a result of Superstorm Sandy; and

WHEREAS, the City of Jersey City (City) is interested in the potential conversion of the existing, vacant fourth floor of City Hall into approximately 20,000 SF of office space; and

WHEREAS, the City will require an Owner's Representative to oversee the project from pre-design through construction contract award; and

WHEREAS, the Director of Engineering has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay to Play Law); and

WHEREAS, FC3 Architecture + Design LLC (FC3LLC) previously prepared a detailed cost estimate and scoping plan as required by FEMA, and has intimate knowledge of the project; and

WHEREAS, FC3LLC 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, FC3LLC has completed and submitted a Business Entity Disclosure Certification which certified that FC3LLC 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 FC3LLC from making any reportable contributions during the term of the contract; and

WHEREAS, FC3LLC submitted a Chapter 271 Political Contribution Disclosure Certification; and

WHEREAS, FC3LLC submitted the attached proposal dated May 21, 2019 in the amount of Three Hundred Forty Three Thousand Two Hundred Dollars and Zero Cents (\$343,200.00); and

WHEREAS, funding in the amount of Three Hundred Forty Three Thousand Two Hundred Dollars and Zero Cents (\$343,200.00) is available for this expenditure from:

Account # 04-215-55-151-990 Requisition # 188802 P.O. # 133891 Amount \$343,200.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

JRC:djb

City Clerk File No. Res. 19-538

Agenda No. 10.55

TITLE: JUN 12 2019

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FC3 ARCHITECTURE + DESIGN LLC TO ACT AS THE OWNER'S REPRESENTATIVE FOR THE RENOVATION OF THE CITY HALL FOURTH FLOOR, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with FC3LLC, to provide professional architectural services for a total contract amount not to exceed Three Hundred Forty Three Thousand Two Hundred Dollars and Zero Cents (\$343,200.00);
2. The term of the contract shall be twelve (12) months effective upon the execution of the Contract by City Officials;
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
6. The award of this contract shall be subject to the condition that FC3LLC 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 Elizabeth Castillo (Elizabeth Castillo), as Acting 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. Acct # 04-215-55-151-990, P.O. 133891, \$ 343,200.

JRC:djb
APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 5-3

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6.12.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN		✓		RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ADS	ENR	
BOGGIANO		✓		ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 PROFESSIONAL SERVICES CONTRACT TO FC3 ARCHITECTURE + DESIGN LLC TO ACT AS THE OWNER'S REPRESENTATIVE FOR THE RENOVATION OF THE CITY HALL FOURTH FLOOR, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Joe Cunha	Chief Engineer
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 award a Professional Services Contract to FC3 Architecture + Design LLC (FC3LLC) to act as the City's representative for the renovation to City Hall's fourth floor. The scope of services for this contract is to oversee and advise on the renovation process from pre-design to construction contract award. FC3LLC was on the team to prepare and present a detailed cost estimate of the fourth floor renovation to FEMA that represented the repairs following damage incurred during Superstorm Sandy. The cost estimate incorporated the conversion of the vacant fourth floor into approximately 20,000 SF of new office space as well as necessary City Hall renovations to bring the building into code compliance. FC3LLC has intimate knowledge of the structure that is a valuable asset to the success of the project.

Cost (Identify all sources and amounts)

04-215-55-151-990: \$343,200.00

Contract term (include all proposed renewals)

Twelve (12) months

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Division Director

6/10/19
Date

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM


DATE: May 30, 2019
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Jose R. Cunha, Director of Engineering, Traffic and Transportation
SUBJECT: City Hall Fourth Floor Expansion Owner's Representative
City of Jersey City
Project No. 18-015-E
Resolution to Award Professional Services Agreement with FC3 Architecture + Design

The purpose of this resolution is to award a Professional Services Contract to FC3 Architecture + Design LLC (FC3LLC) to act as the City's representative for the renovation to City Hall's fourth floor. The scope of services for this contract is to oversee and advise on the renovation process from pre-design to construction contract award. FC3LLC was on the team to prepare and present a detailed cost estimate of the fourth floor renovation to FEMA that represented the repairs following damage incurred during Superstorm Sandy. The cost estimate incorporated the conversion of the vacant fourth floor into approximately 20,000 SF of new office space as well as necessary City Hall renovations to bring the building into code compliance. FC3LLC has intimate knowledge of the structure that is a valuable asset to the success of the project.

Following are the sources of funding for this project:

- | | |
|---|--------------|
| 1. Account No. <u>04-215-55-151-990</u> | \$343,200.00 |
|---|--------------|

Attached for your consideration is the Resolution authorizing the Professional Services Agreement to FC3 Architecture + Design LLC in the amount of Three Hundred Forty Three Thousand Two Hundred Dollars and Zero Cents (\$343,200.00) for the subject project.



Jose R. Cunha, P.E., C.M.E.
Director of Engineering, Traffic and Transportation

G:\MP_MUNICIPAL PROJECTS\PROJECT by NUMBERS\18-015-E City Hall FEMA Cost Estimate\1. Project Coordination & Correspondence\Award Resolution Documents\2019 FC3 Owner Representative Award Documents\20190530 PS FC3 City Hall Owners Rep Ltr to Council FINAL.docx

AGREEMENT

Agreement made this _____ day of _____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and FC3 ARCHITECTURE + DESIGN LLC, 9 KRISTEN COURT, HAMBURG, NJ 07419, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (City), City Hall located at 280 Grove Street sustained damage to the lower level as a result of Superstorm Sandy; and

WHEREAS, the City is interested in the potential conversion of the existing, vacant fourth floor into approximately 20,000 SF of office space; and

WHEREAS, the City will require an Owner's Representative to oversee the project from pre-design through construction contract award; and

WHEREAS, FC3 Architecture + Design LLC (FC3LLC) previously prepared a detailed cost estimate and scoping plan as required by FEMA, and has intimate knowledge of the project; and

WHEREAS, FC3LLC submitted the attached proposal dated May 21, 2019 in the amount of Three Hundred Forty Three Thousand Two Hundred Dollars and Zero Cents (\$343,200.00); and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with Professional Services at the Jersey City – City Hall, 280 Grove Street, Project No. 18-015-E.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated May 21, 2019 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are

reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated May 21, 2019 in the amount of Three Hundred Forty Three Thousand Two Hundred Dollars and Zero Cents (\$343,200.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Agreement.

A. Commercial General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT with NJ statutory

limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.

D. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 18-015-E.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance / Errors & Omissions Liability Insurance / Pollution should be kept in force until at least one (1) year after completion of this Agreement.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Indemnity

1. CONSULTANT shall indemnify and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

ARTICLE VIII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE IX

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE X

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE XI

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XII

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT 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:

- 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 AA 302) 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.

ARTICLE XIII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIV

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XV

Entire Agreement

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

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XVI

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

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

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

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

ARTICLE XVII

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT, its subsidiaries, assigns or principals

make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVIII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

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

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

FC3 ARCHITECTURE + DESIGN

BY: _____
[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

5/30/2019

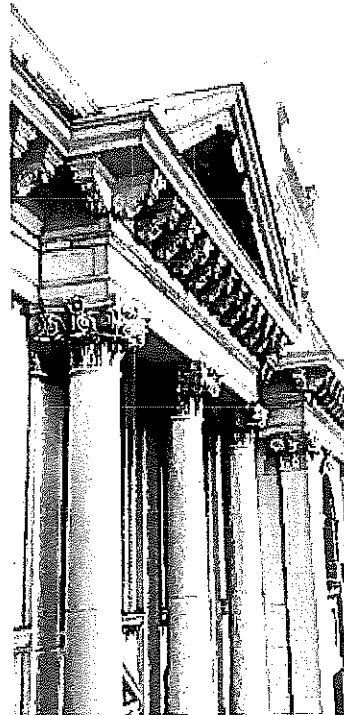
SENT VIA EMAIL

May 21, 2019

**Jose R. Cunha, P.E.,
C.M.E., C.P.W.M., C.R.P.
Director of Engineering
Division of Engineering,
Traffic and Transportation
Department of Administration
City of Jersey City
Municipal Services Complex
13-15 Linden Avenue East
Jersey City, NJ 07305**

**RE: Pre-Design Through GC Bidding & Award
City Hall - 280 Grove Street
Jersey City, NJ 07302**

FC3 Project #1975



Dear Mr. Jose R. Cunha, P.E.,

Pursuant to the report that we prepared and presented to the Jersey City officials on October 19, 2018, we are pleased to have the opportunity to prepare the following proposal for your consideration.

Once an NTP and/or Purchase Order is issued, FC3 Architecture+Design, LLC (FC3LLC), shall assist you by providing the following professional consulting services at the above-referenced location:

SCOPE OF BASIC SERVICES

FC3LLC will provide the following professional services (serving as Owner's Representative), associated with the relocation of approximately 20,000 SF of office space to the fourth-floor level of the building which is currently vacant:

A. Owner's Representative for Pre-Design Phase

1. Review all relevant documents and meet periodically with Jersey City Officials as necessary to become thoroughly familiar with the site, project scope and budget.
2. Assist Jersey City Officials with design and visioning of project scope and design aesthetic.
3. Assist Jersey City Officials with solicitation, preparation, review and evaluation of Architect/Engineer of Record RFQ's.
4. Work with Jersey City Officials on establishing project scope, program and goals.

B. Owner's Representative for Design Phases

1. Conduct a kickoff meeting with all design team members (A/E and city officials).
2. Coordinate with Architect/Engineer of Record to maintain meeting agendas and meeting minutes.
3. Monitor the activities of all design professionals involved in the design phase of the project to ensure compliance with project objectives, budget, and timely completion (typical for all phases).
4. Develop, implement, and maintain regular progress reports of project activities that will keep the Jersey City Officials fully informed of the project status.
5. Review design documents for constructability, infrastructure, utility, site/building logistics, coordination, completeness and value.
6. Provide constructability analysis feedback and recommendations to the Jersey City Officials and Architect/Engineer of Record at the completion of design development and construction documents phases.
7. Analyze the project requirements and assist with the development a site logistics and phasing plan to allow for construction activities, with minimum disruption to the ongoing operations of Jersey City.
8. Assist Jersey City Officials in developing a construction milestone schedule based on the established phasing plan to be included in the bidding documents.
9. Assist the Jersey City Officials with preparation of an RFP for the Jersey City Officials' selection of environmental monitoring and environmental contracting, testing / inspection firms and any special consultants that may be required during the project. After A/E Consultant RFQ responses are received, we will provide an evaluation to assist the Jersey City Officials in their review and award of these services.
10. Coordinate with various departments of Jersey City's administration as may be needed for a successful project.
11. Work with Architect/Engineer of Record and Jersey City Officials to identify long lead time items.
12. Offer design guidance to Architect/Engineer of Record and Jersey City Officials as an Owner's Representative, including awareness and sensitivity to historical design guidelines, cultural-social issues, and coordination with Architect/Engineer of Record and Jersey City Officials developing LEED initiatives for the project during design and construction.

C. General Contractor Bidding Phase

1. Assist Jersey City Officials in the construction procurement strategy and process.
2. Coordinate with the Jersey City Officials and the Architect/Engineer of Record with issuance of construction bid packages by preparing supplementary general conditions, schedule milestones, phasing analysis, staging locations, providing input on alternates, unit prices, etc.
3. Coordinate with the Jersey City Officials and the Architect/Engineer of Record with Addendum/Bulletin responses to Contractor/Bidder questions.

4. Assist Jersey City Officials and Architect/Engineer of Record with evaluation of the qualifications of the General Contractor Bidders and make a recommendation of contract award for Jersey City Officials approval.
5. Conduct a pre-construction "kickoff" meeting with successful General Contractor immediately after contract award.
6. Coordinate with Architect/Engineer of Record and/or General Contractor to maintain meeting agendas and meeting minutes.
7. Assist Jersey City Officials and General Contractor in the coordination of obtaining all requisite building permits and soil conservation permits.

D. Independent Code Review

1. Review Architect/Engineer of Record's code analysis and make recommendations.
2. Provide guidance to Jersey City Officials during design through bidding.
3. Meet with Jersey City building department during design and plan review.

E. Independent Cost Estimates

1. Provide independent cost estimates to Jersey City Officials during design phases through bidding.
2. Review Architect/Engineer of Record's cost estimates and make recommendations to reconcile between the two estimates.
3. Meet with Jersey City Officials during design phases and plan review phase.
4. Assume no more than four cost estimates to be provided and reconciled as part of this proposal (SD, DD, CD, Pre-Bid).

F. Independent Construction Milestone Schedules

1. Provide independent construction schedules to Jersey City Officials during design phases through bidding.
2. Review Architect/Engineer of Record's construction schedules and make recommendations to reconcile between the two schedules.
3. Meet with Jersey City Officials during design phases and pre-bid phase.
4. Assume no more than four schedules to be provided and reconciled as part of this proposal (SD, DD, CD, Pre-Bid).

EXCLUSIONS

Architectural/engineering design, working drawings, environmental, historical feasibility report, resilience report, site engineering, interior design, commissioning, management of LEED process, ongoing field representation during construction, and/or any other scope of services on listed in "Scope of Basic Services" above.

PROPOSED FEE

Based on our experience with projects of similar size and scope we are anticipating the following allotment of hours to complete the services listed above:

Scope of Professional Services		Lump Sum Fee
A	Owner's Representative for Pre-Design Phase Kick-Off & Up to 3 Months (Pre-Design Phase; Visioning)	\$27,000.00
B	Owner's Representative for Design Phases Up to 12 Months (Schematic Design, Design Development, Construction Document Phases)	\$108,000.00
C	General Contractor Bidding Phase Up to 3 Months (General Contractor Bidding & Award Phase)	\$27,000.00
D	Independent Code Review by Professional Code Consultants, LLC Up to 18 Months (Pre-Design Thru Bidding & GC Award)	\$24,000.00
E	Independent Cost Estimating by ConCost Associates, Inc. * Includes Preparing & Evaluating/Reconciling up to (4) Cost Estimates	\$57,600.00
F	Independent Scheduling by ConCost Associates, Inc. * Includes Preparing & Evaluating/Reconciling up to (4) Construction Milestone Schedules	\$42,400.00
Total of Professional Services (Sub-Total Before Contingency)		\$286,000.00
Allowance for Contingency Allowance Comprising of a 20% Contingency to be Used for Unforeseen Conditions at the Discretion of the City Officials.		\$57,200.00
Total Fee for Professional Services <i>* Note: Approximately 35% of the overall scope will be for a consultant with the following status: Minority Business Enterprise, Small Business Enterprise and Disadvantaged Business Enterprise.</i>		\$343,200.00

PROPOSED PROJECT SCHEDULE

Anticipated Phases of the Project	Anticipated Timeline
Kick-Off and Pre-Design; Program & Visioning	Up to 3 Months
Schematic Design, Design Development, Construction Document Phases	Up to 12 Months
General Contractor Bidding & Award Phase	Up to 3 Months
Total Duration Under This Agreement	Up to 18 Months (Total)

**City Hall - 280 Grove Street
Jersey City, NJ 07302
FC3 Project #1975
Page 5 of 5**

2019 BILLABLE RATES & REIMBURSABLE EXPENSES

Registered Architect	\$ 205 / hour
Project Manager	\$ 165 / hour
Administrative Support	\$ 85 / hour
Outside Engineers / Consultants	Actual Cost x 1.25
Printing / Reproductions	Actual Cost x 1.5
Regular Mail / Overnight Mail	Actual Cost x 1.5

PROPOSED PAYMENT SCHEDULE

Invoices will be provided for your review and acceptance as the services are provided on a monthly basis. Payment is due within 30 calendar days. Reimbursable expenses and additional time for services not included above will be billed hourly unless other arrangements are made.

Please note:

This proposal is valid for (10) business days and if accepted by the Owner shall be the only Agreement between the Owner and the Architect, FC3LLC. Any amendments to this Agreement shall be in writing and signed by both parties. In the event of a dispute between the Owner and the Architect, any claims for damages against the Architect related to the services provided by the Architect shall be limited to the payment received by FC3LLC pursuant to this Agreement. We will begin promptly with the issuance of an NTP and/or Purchase Order.

Thank you for the opportunity to work with you on this important project!

Respectfully Submitted,
FC3 ARCHITECTURE+DESIGN, LLC
Certificate of Authorization NJ # AC-581



Frank Cunha III, AIA, NCARB
Principal, Registered Architect

CC: 1975 Project File



**STATE OF NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATE**

Taxpayer Name: FC3 ARCHITECTURE+DESIGN, LLC

Trade Name:

Address: 9 KRISTEN COURT
HAMBURG, NJ 07419-9630

Certificate Number: 2261456

Effective Date: August 17, 2018

Date of Issuance: August 20, 2018

For Office Use Only:

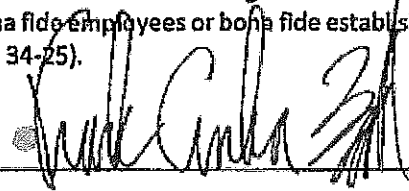
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**NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:**

I certify that I am CEO/Principal
of the firm of FC3 Architecture + Design, LLC

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

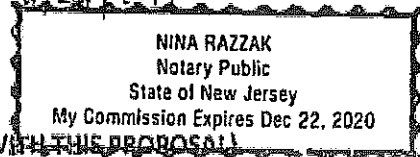
I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: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

(Signature of respondent)  5/24/2019

SUBSCRIBED AND SWORN TO May 24th OF 20 19
BEFORE ME THIS DAY
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2020

Nina Razzak
5/24/2019



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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:

FC3 Architecture + Design, LLC

Organization Address:

9 Kristen Court Hamburg NJ 07419

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Frank Cunha III	9 Kristen Court Hamburg, NJ 07419

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

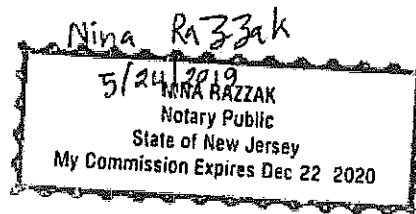
Full Name (Print):	FRANK GUNHA	Title:	CEO/PRINCIPAL
Signature:		Date:	5/24/2019

SIGNATURE: _____
TITLE: CEO/PRINCIPAL

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY May 24th OF 2019

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2020



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

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	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
FRANK CUNHA III	9 KRISTEN COURT, HAMBURG, NJ 07419

Part 3 - Signature and Attestation:

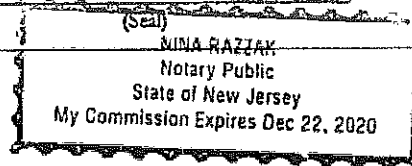
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: FC3 ARCHITECTURE + DESIGN, LLC
 Signature of Affiant: [Signature] Title: CEO/PRINCIPAL
 Printed Name of Affiant: FRANK CUNHA III Date: 5/24/19

Subscribed and sworn before me this 24th day of May, 2019

My Commission expires: 12/22/2020

Nina Razzak
 (Witnessed or attested by)



**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 FC3 ARCHITECTURE + DESIGN, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 2019 (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 FC3 ARCHITECTURE + DESIGN, 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, and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: FC3 ARCHITECTURE + DESIGN, LLC

Signed: Frank Cunha III Title: CEO/PRINCIPAL

Print Name: FRANK CUNHA III Date: 5/24/19

Subscribed and sworn before me
this 24th day of May, 2019.

My Commission expires: 12/22/2020

Nina Razzak

(Affiant)

NINA RAZZAK

(Print name & title of affiant) (Corporate Seal)

NINA RAZZAK
Notary Public
State of New Jersey
My Commission Expires Dec 22, 2020

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

EXHIBIT A (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): FRANK DUNIA II CEO/PRINCIPAL
Representative's Signature: [Signature]
Name of Company: FC3 ARCHITECTURE + DESIGN, LLC
Tel. No.: 201 681 3551 Date: 5/24/19

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

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

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

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

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

Representative's Name/Title Print):

Representative's Signature:

Name of Company:

TEL No.: 201-681-3551

Date:

FRANK CANHA IV, CEO/PRINCIPAL

FC3 ARCHITECTURE + DESIGN, LLC

5/24/19

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: www.state.nj.us/divisionofpurchaseandproperty/contractcompliance/pdf/aa302form.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: _____

4. COMPANY NAME: **FC3 ARCHITECTURE + DESIGN, LLC**

5. STREET: **9 KRISTEN COURT** CITY: **HARDYSTON** COUNTY: **SUSSEX** STATE: **NJ** ZIP CODE: **07419**

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

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

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

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

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

Official Use Only	DATE RECEIVED	NAIAD 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 age-minority categories. In columns 1, 2, & 3, DO NOT SUBMIT AN EEO-1 REPORT.

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

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

13. DATES OF PAYROLL PERIOD USED
From: _____ To: _____

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): **FRANK CONHA III** SIGNATURE: *[Signature]* TITLE: **CEO/PRINCIPAL** DATE: **08** MO. DAY YEAR

17. ADDRESS NO. & STREET: **9 KRISTEN COURT** CITY: **HARDYSTON** COUNTY: **NJ** STATE: **SUSSEX** ZIP CODE: **207** PHONE (AREA CODE, NO., EXTENSION): **681-3551**

**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 : FC3 Architecture + Design, LLC
Address : 9 Kristen Court, Hamburg, NJ 07419
Telephone No. : (201) 681-3551
Contact Name : Frank Cunha III

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY



**STATE OF NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATE**

Taxpayer Name: FC3 ARCHITECTURE+DESIGN, LLC

Trade Name:

Address: 9 KRISTEN COURT
HAMBURG, NJ 07419-9630

Certificate Number: 2261456

Effective Date: August 17, 2018

Date of Issuance: August 20, 2018

For Office Use Only:

20180820105005542

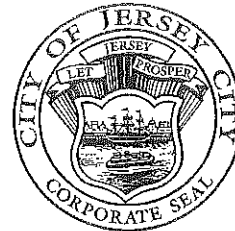
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-539

Agenda No. 10.56

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE HUDSON COUNTY SCHOOL OF TECHNOLOGY FOR THE RENTAL OF 10 BUSES FOR THE 2019 REC NATION/SUMMER FUN PROGRAM OF THE JERSEY CITY DEPARTMENT OF RECREATION

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

WHEREAS, the Hudson County School of Technology ("HCST") is the owner of the 10 buses needed by the Department of Recreation for the 2019 RecNation/Summer Fun Program; and

WHEREAS, the City of Jersey City ("City") desires to use the buses to provide transportation to attend structured recreational field trips and activities for the benefit of the children attending the RecNation/Summer Fun Program; and

WHEREAS, the HCST agrees to permit the Department of Recreation/City of Jersey City to use 10 of its buses at \$1,170 per day for the period of time from July 8, 2019 through August 16, 2019 (30 days); and

WHEREAS, the total rental fee will be \$35,100.00 which is available in account 01-201-28-370-304; and

WHEREAS, HCST's buses will enable the Department of Recreation to transport approximately 500 children per trip for various scheduled field trips; and

WHEREAS, the City desires to execute a contract with HCST authorizing the City to use its buses; and

WHEREAS, the City is authorized to execute a contract with another public body for goods or services pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Law;

Continuation of Resolution _____
 City Clerk File No. Res. 19-539
 Agenda No. 10.56
 TITLE: JUN 12 2019

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

1. A contract in the amount of \$35,100.00 is awarded to the Hudson County School of Technology to provide buses to the City of Jersey City, Department of Recreation;
2. The term of the contract shall begin on July 8, 2019 and end on August 16, 2019; and
3. The Mayor or Business Administrator is authorized to execute the contract attached hereto.

I, Elizabeth Castillo Elizabeth Castillo, Acting Chief Financial Officer, certify that funds in the amount of \$35,100.00 are available in Account No. 01-201-28-370-304. P.O.# 133896

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 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 CONTRACT WITH THE HUDSON COUNTY SCHOOL OF TECHNOLOGY FOR THE RENTAL OF 10 BUSES FOR THE 2019 RECINATION/SUMMER FUN PROGRAM OF THE JERSEY CITY DEPARTMENT OF RECREATION

Initiator


Department/Division	Department of Recreation	
Name/Title	Arthur Williams	Director
Phone/email	(201) 547-4537	ajwilliams@jcnj.org

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

Resolution Purpose

To provide transportation to attend structured recreational field trips and activities for the benefit of the children attending the RecNation/Summer Fun Program.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/5/19
Date



CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
133896
THIS NUMBER MUST APPEAR ON ALL INVOICES,
 CORRESPONDENCE, SHIPPING PAPERS AND
 PACKAGES.

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0188784**
 BUYER **RESOLUTION**

DATE	VENDOR NO.
06/07/2019	HU277220

VENDOR INFORMATION

**HUDSON COUNTY SCHOOLS OF
 TECHNOLOGY
 ONE HIGH TECH WAY
 SECAUCUS, NJ 07094**

**DELIVER TO
 RECREATION
 1 CHAPEL AVE
 JERSEY CITY NJ 07305**

**BILL TO
 RECREATION
 1 CHAPEL AVE
 JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
10.00	EA	BUS RENTAL FOR 2019 RECREATION SUMMER FUN PROGRAM 7/8/19 THROUGH 8/16/19 10 BUSES @ \$117 PER DAY FOR 30 DAYS RESO _____, APPROVED _____	01-201-28-370-304	3,510.0000	35,100.00

TAX EXEMPTION NO. **22-6002013**

PO Total 35,100.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X _____
 VENDOR SIGN HERE

OFFICIAL POSITION _____ DATE _____

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 _____

Original Copy

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #
0188784

CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
Requisition

Assigned PO #

Vendor
 HUDSON COUNTY SCHOOLS OF
 TECHNOLOGY
 ONE HIGH TECH WAY
 SECAUCUS, NJ 07094
 HU277220

Dept. Bill To
 RECREATION
 1 CHAPEL AVE
 JERSEY CITY NJ 07305

Dept. Ship To
 RECREATION
 1 CHAPEL AVE
 JERSEY CITY NJ 07305

Contact Info
 DONNA WARD
 0000000201

Quantity	UOM	Description	Account	Unit Price	Total
10.00	EA	BUS RENTAL	01-201-28-370-304	.00	.00

BUS RENTAL FOR 2019 RECNATION/SUMMER FUN PROGRAM
 7/08/19 THROUGH 8/16/19

10 BUSES @ \$117 PER DAY FOR 30 DAYS

Requisition Total .00

Req. Date: 05/31/2019
 Requested By: DWARD
 Buyer Id:

Approved By: _____

This Is Not A Purchase Order



Req 0186784

HUDSON COUNTY SCHOOLS OF TECHNOLOGY

BUSINESS OFFICE

May 28, 2019

Mr. Ron Uttariello, Recreation Supervisor
Dept. of Recreation/City of Jersey City
Caven Point Complex - 1 Chapel Avenue
Jersey City, NJ 07305
Phone #: (201) 547-5631
Fax #: (201) 547-4537

HCST Transportation Agreement

Summer Fun 2019 Program & Activities

Dates: July 8 through August 16, 2019

For the use of ten (10) buses @ \$117.00 per day
\$1,170.00 x 30 days = \$35,100.00

Total **\$35,100.00**

Handwritten signature and date: 5/28/19

*EZ Pass is not included in Price. It will be invoiced separately in September.

- cc: Mr. Arthur J. Williams, Director
 Mr. Joseph Macchi, Asst, Director
 Mr. Simuel Wilson, Fiscal Officer
 Mrs. Donna Ward

Telephone (201) 662-6660 • Fax (201) 721-6782 • One High Tech Way • Secaucus, NJ 07094

Mission Statement

The Hudson County Schools of Technology is a visionary community that inspires creative independent thinking through diverse learning opportunities

IT IS THE POLICY OF THE BOARD OF EDUCATION OF THE HUDSON COUNTY SCHOOLS OF TECHNOLOGY NOT TO DISCRIMINATE IN EMPLOYMENT OR EDUCATIONAL OPPORTUNITY AGAINST ANY PERSON BY REASON OF RACE, COLOR, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, MARITAL STATUS, LIABILITY FOR SERVICE IN THE ARMED FORCES OF THE UNITED STATES, OR ATYPICAL HEREDITARY CELLULAR OR BLOOD TRAIT OF ANY INDIVIDUAL, IN EMPLOYMENT OR IN EDUCATIONAL OPPORTUNITIES. FURTHER STATE AND FEDERAL PROTECTION IS EXTENDED ON ACCOUNT OF DISABILITY, SOCIAL OR ECONOMIC STATUS, PREGNANCY, OR BIRTH, PREGNANCY RELATED DISABILITY, ACTUAL OR POTENTIAL PARENTHOOD, OR FAMILY STATUS. * Requests regarding stressful action, discrimination (including Title IX requirements), sexual harassment or equity should be directed to: Aida Alvarez, Affirmative Action Coordinator, 1000 The IX Coordinator, Hudson County Schools of Technology, East W. 87th Center, Elyria Middle School, Frank J. Garfield Campus, One High Tech Way, Secaucus, NJ 07094, 201-662-6724 or Email: aalvarez@hcsd.net

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

City Clerk File No. Res: 19-540

Agenda No. 10.57

Approved: JUN 12 2019

TITLE:



RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, JUNE 24, 2019 AT 4:30 P.M. TO DISCUSS CONFIDENTIAL SETTLEMENT NEGOTIATIONS ON A PENDING LAND USE MATTER

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Municipal Council of the City of Jersey City is the governing body of the municipality; and

WHEREAS, meetings of municipal governing bodies are governed by the provisions of the Open Public Meetings Act, N.J.S.A. 10:4 et seq. ("the Act"); and

WHEREAS, the Act requires that all meetings of governing bodies shall be open to the public, although N.J.S.A. 10:4-12 sets forth exceptions to this requirement; and

WHEREAS, N.J.S.A. 10:4-12(b) (8) authorizes the governing body to hold a closed session to discuss pending or anticipated personnel issues; and

WHEREAS, the Act requires that a closed session shall be authorized by resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

WHEREAS, the Municipal Council wishes to discuss the following matters:

- Settlement negotiations regarding a pending land use issue.

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

1. A closed session of the Municipal Council will be held on Monday, June 24, 2019, to discuss settlement negotiations on a pending land use matter. The meeting will take place in the Efrain Rosario Municipal Council Caucus Room in City Hall, 280 Grove Street, Jersey City at 4:30 P.M. to 5:30 P.M.; and
2. The minutes of this closed session shall be released to the public when the Corporation Counsel deems that the legal interests of the City of Jersey City will not be impaired by such release.

NG/mma
04/05/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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.

Rafaelo 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 Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON MONDAY, JUNE 24, 2019 AT 4:30 P.M. TO DISCUSS CONFIDENTIAL SETTLEMENT NEGOTIATIONS ON A PENDING LAND USE MATTER

Initiator

Department/Division	Law	
Name/Title	Peter Baker	Corporation Counsel
Phone/email	PBaker@jcnj.org	201- 547-4667

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

Resolution Purpose

The purpose of this resolution is to discuss confidential settlement negotiations on a pending land use matter.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6/10/19
Date

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

City Clerk File No. Res. 19-541
 Agenda No. 10.58
 Approved: JUN 12 2019
 TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A SERVICES AGREEMENT TO YOGA INSTRUCTOR, CAROL LESTER

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") requires the services of a certified yoga instructor to provide services in connection with the Division of Senior Affairs under the auspices of the Department of Health and Human Services ("Department") to benefit the health and well-being of senior-citizen residents of Jersey City; and

WHEREAS, Carol Lester, is a certified yoga instructor and is qualified to perform the required services; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. ("Pay-to-Play Law"); and

WHEREAS, the contract period is from June 13, 2019 through December 31, 2019; and

WHEREAS, the total amount of this contract shall not exceed Twenty-one thousand and five hundred (\$15,065.00) Dollars; and

WHEREAS, the Director of the Department has determined and certified in writing that the annual value of the contracted services exceeds \$17,500.00 and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) caused to be informally solicited three (3) quotes, including one from Carol Lester, who resides in Jersey City, New Jersey ("Contractor"), for \$65 per 60-minute yoga class, with the total payments for the year 2019 not to exceed \$15,065.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that Contractor has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Contractor from making any reportable contributions through the term of the contract; and

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

Certification Required
 Not Required
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABS	ENT	
BOGGIANO	✓			ROBINSON	✓			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.
[Signature] Rolando R. Lavarro, Jr., President of Council
[Signature] Robert Byrne, City Clerk

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE AWARD OF A SERVICES AGREEMENT TO YOGA
INSTRUCTOR, CAROL LESTER**

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

WHEREAS, Contractor has submitted her Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the funds in the amount of Fifteen Thousand Sixty Five Dollars will be made available in the Senior Affairs Socialization grant Account No. 02-213-40-918-622 in the calendar year 2019 temporary or permanent budgets. Purchase order number is.

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

1. The Mayor or Business Administrator is authorized to execute a services agreement with Contractor, in substantially the form attached, for providing yoga instruction in connection with various health programs provided by the Department for a six month and eighteen day period effective as of June 13, 2019 through December 31 2019, in an amount not to exceed \$15,065.00; and
2. A copy of this Resolution shall be placed on file and available for inspection in the Office of the City Clerk; and
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 Calendar Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 Calendar Year permanent budget; and
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Elizabeth Castillo, Elizabeth Castillo, Chief Financial Officer, hereby certify that there are sufficient funds in the amount of **\$15,065.00** in the Department's Senior Affairs Division's operating current fund **Account No. 02-213-40-918-622**. The applicable Purchase Order Number is **133308**.

JJ/an
5/14/2019

APPROVED: _____
[Signature]

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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

591

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
AUTHORIZING THE AWARD OF A SERVICES AGREEMENT TO YOGA INSTRUCTOR,
CAROL LESTER**

Project Manager

Department/Division	Department of Health & Human Services	
Name/Title	Margaret DeVico	Policy & Communications Manager
Phone/email	(201) 547-3069	MDeVico@jenj.org

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

Contract Purpose

The resolution shall authorize the Mayor or BA to execute a contract for yoga instruction services. These services are to be provided for the benefit of local senior citizens through programs administered by the Department of Health and Human Services ("DHHS"), Division of Senior Citizen Affairs ("DSCA") or as demonstrations to the public in conjunction with City-sponsored events.

Cost (Identify all sources and amounts)

\$15,065.00

Contract term (include all proposed renewals)

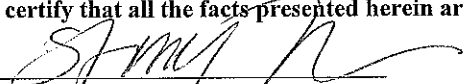
Six Months & Eighteen Days

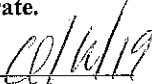
Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

SOCIALIZATION RECREATION SERVICES AGREEMENT

This agreement ("Agreement") made between the **City of Jersey City**, a Municipal Corporation organized and existing under the laws of the State of New Jersey, with its principal place of business at City Hall, 280 Grove Street, in the City of Jersey City, the County of Hudson and the State of New Jersey (herein referred to as the "City") and **Carol Lester**, (herein referred to as the "Contractor"), with an address at 110 Morris Street, Apt 3F , in the City of Jersey City, the County of Hudson and the State of New Jersey.

RECITALS

1. WHEREAS, the City is a Municipal Corporation and conducts certain programs for the benefit of senior citizens under the auspices of the Department of Health and Human Services ("DHHS"), Division of Senior Citizen Affairs ("DSCA") housed at the City Hall Annex, One Jackson Square, Jersey City, New Jersey.
2. WHEREAS, one such program, desires to have the services set forth in Section I (entitled "Nature of Work") performed by the Contractor.
3. WHEREAS, Contractor agrees to perform these services for the City under the terms and conditions set forth in this Agreement.
4. WHEREAS, Contractor is duly certified to practice her profession in the State of New Jersey.

I. NATURE OF WORK

The Contractor will perform the following services ("Services") for the City for the benefit of the DSCA and the senior citizens that comprise its clients.

1. Teach 60 minute yoga classes and/or demonstrations of yoga at designated sites and City events agreed upon by Contractor and the City (acting through DHHS and/or DSCA)
2. Collect DSCA provided intake forms from senior participants, and submit the same to the DSCA weekly, assisting seniors in filling out the intake forms, if necessary.
3. Report class cancellations, if any, to the office of DSCA directly.
4. Take daily attendance for all senior participants, and submit attendance to DSCA weekly.

II. TIME AND PLACE OF WORK

The City acknowledges receipt of Contractor's desired teaching schedule, which was comprised of certainly mutually agreed upon days, Monday through Friday, and the same is to be reflected in the City's Senior Citizen's weekly activity calendar 2018-2019. For the benefit of the clients, the Contractor shall not make changes such as changing sites, class days or times without the prior written consent of duly authorized personnel at DSCA, DHHS or the City, and the neither party shall make changes to sites, class days or times without providing at least forty eight (48) hours written notice to the other party, except in circumstances of emergency in which case the parties shall arrange for an orderly cancellation and notice to clients, where practicable, as soon as possible under the circumstances.

This Agreement shall be for a term beginning on _____ and ending on December 31, 2019.

III. INVOICING & COMPENSATION

For all Services rendered under the terms of this Agreement, the Contractor shall submit a monthly invoice on the last day of the calendar month, or if the last day of the calendar month is a weekend or holiday, then on the following business day. Invoices shall be paid monthly, subject to any requirements for approval of the City Council, where applicable, and conditioned upon Contractor's submission of all forms and disclosures required by this Agreement and/or applicable law. The City agrees to pay Contractor a fee

of \$65.00 per 60 minute class or demonstration, up to an amount not to exceed \$21,500.00 annually (January 1, 2019 to December 31, 2019). The City agrees to pay Contractor in a timely manner in accordance with all applicable statutes, rules, regulations and other applicable law.

IV. RELATIONSHIP OF PARTIES

The relationship created by this Agreement between the City (including the DHHS and DSCA) and the Contractor is that independent contractors with respect to each other. Contractor is not an employee of the City, and is not entitled to the benefits provided by an employer to its employees, including but not limited to group insurance, pension plan, and workers' compensation benefits.

Contractor represents that she maintains an independent business which is regularly engaged in the provision of yoga instruction at a location or locations separate from the sites designated herein, which she conducts using her own business methods, and that she intends to continue maintaining such independent business with the City being but one of multiple customers. Contractor may practice his/her services for others during those periods when Contractor is not performing work under this Agreement for the City, and remains free to pursue her own independent clients, customers and business opportunities, including but not limited to yoga instruction, free from restrictions by City throughout the term of this Agreement

Contractor represents that she presently possesses the requisite skill, knowledge, education, training and (if applicable) licensing and/or certification necessary to properly perform the Services. Both parties affirm that the City has provided no training to Contractor in the past and agree that City will provide no training to her in the future in connection with the Services. Accordingly, Contractor shall not be required or permitted to attend, participate in, or otherwise be engaged in any of the following: City training sessions, City staff meetings, or City individual performance assessments. Contractor shall perform the Services without supervision of such performance from the City, although the City may put in place reasonable quality controls of the type appropriate for similarly situated independent contractors.

V. LIABILITY AND INSURANCE

The Services to be rendered under this Agreement will be rendered entirely at the Contractor's risk. The Contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability and Automobile Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- a) Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage; and
- b) Personal automobile liability in amounts required by the applicable laws of the State of New Jersey, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used to get to and from the location where Services are performed.

Before commencing the work, the Contractor shall furnish the City certificates of such insurance upon execution of this Contract. Except for personal automobile liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number if applicable. The insurance policies described shall be kept in force for a period specified below.

- a) General Liability and Automobile Liability Coverage shall be kept in force until submission of the Contactor's final invoice.

Contractor represents and warrants that she shall perform all Services hereunder personally and does not, and shall not, employ any employees in connection with the Services. The Contractor further represents and warrants that the Services provided hereunder do not require the use of a vehicle and that no vehicles will be used in connection with their performance, with the sole exception being the Contractor's use of Contractor's personal vehicle for the sole purpose of transporting him/herself to and from the location at which the Services will be performed.

The Contractor also agrees to indemnify, defend, and hold City harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees arising in any way out of the performance of this Agreement or the Services hereunder. The foregoing indemnification obligation shall survive the termination or expiration of this Agreement.

VI. RECORDS AND FILES

All participants' intake forms and attendance records shall belong to and remain the property of the City. The Contractor shall not be entitled to keep or reproduce City's records or charts related to any participant senior or subject DSCA programs unless the participant shall request specifically that his/her records be transmitted to the Contractor.

VII. TAXES

All Compensation payable to Contractor hereunder shall be paid in full without any withholding, deduction, or offset of any Federal, state or local income taxes, employment taxes or other withholdings. Contractor hereby covenants and agrees that she shall be solely responsible for and shall pay all income taxes, payroll taxes, and all other withholdings (both employer and employee portions) with respect to all fees and compensation paid by the City hereunder.

ARTICLE VIII. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This Agreement was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that she either did not retain the services of a lobbyist to lobby on her behalf for the award of this Agreement, or if a lobbyist was retained by the Contractor for such purposes, her lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

ARTICLE IX. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Contractor shall provide written notice to its subcontractors (if applicable) 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 this Agreement, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of

Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of 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.

X. MISCELLANEOUS

This agreement shall be interpreted and governed according to the laws of the State of New Jersey. Either party may terminate this Agreement for convenience by giving the other a 30-day written notice of intent of termination. Contractor shall perform all Services hereunder personally, and shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns. The provisions of this Agreement shall constitute the entire agreement between the Parties with respect to the matters described herein, and may be modified only by written agreement duly executed by all Parties. If one or more provisions of this Agreement are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Agreement as so interpreted shall be enforceable in accordance with its terms.

NOW, IN WITNESS WHEREOF, The City has caused this Agreement to be signed by its duly authorized officers and its seal to be here affixed, and Contractor has executed this agreement on this day and year hereinafter written _____.

Attest _____
Robert Byrne, City Clerk

Brian Platt, Business Administrator

Carol Lester

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

City Clerk File No. Res. 19-542

Agenda No. 10-59

Approved: JUN 12 2019

TITLE:



RESOLUTION RECOGNIZING CHRISTOPHER DRUMMOND FOR HIS ACT OF HEROISM HELPING TO SAVE ANOTHER MAN'S LIFE

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, on evening of Thursday May 3rd, 2019, **Christopher Drummond**, a junior at Snyder High School in Jersey City, New Jersey was on his way home; and

WHEREAS, **Christopher Drummond** saw a gentleman lying face down on the sidewalk near Audubon Park. Assessing the situation, **Christopher** jumped into action. After realizing the man had no pulse, **Christopher** called 911 and began to administer compressions and CPR; and,

WHEREAS, **Christopher Drummond** identified himself to the EMT team that arrived as a volunteer with the Hoboken Volunteer Corps and helped to administer oxygen; and,

WHEREAS, **Christopher Drummond** continued to assist the EMTs as they brought the patient to the ambulance where he regained consciousness and survived; and,

WHEREAS, **Christopher Drummond** plans to pursue a career as paramedic in the Air Force upon graduation from High School and would like to one day become a firefighter.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize **Christopher Drummond** for his quick thinking and compassionate care that ultimately saved the life of another human being and hopes he fulfills his goals and becomes a Jersey City Firefighter in the future, as he will most definitely be one of our best.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.12.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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